

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.M. CASTLE & CO.		12/21/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	1295685		
Registration Number:	1297178		
Registration Number:	3466370		
Registration Number:	1336048	CASTLE METALS	
Registration Number:	3466369	CASTLE METALS	
Registration Number:	1009462	CASTLE METALS	
Registration Number:	2314848	CMQ	
Registration Number:	1128438	HA	
Registration Number:	2053333	HA INDUSTRIES	
Registration Number:	5843723	HA INDUSTRIES	
Registration Number:	4332334	INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YO	
Registration Number:	3477543	OLIVER	
Registration Number:	3573220	OLIVER	
Registration Number:	3473178	OLIVER STEEL PLATE	
Registration Number:	3576860	OLIVER STEEL PLATE	
Registration Number:	1868639	PROCESSED WITH PRIDE	
Registration Number:	2482989	PROCUT	
Registration Number:	1655225	PURECUT 20	
Registration Number:	1658801	PURECUT 40	

CH \$715.00 1295685

Property Type	Number	Word Mark
Registration Number:	1932161	TELCUT
Registration Number:	1654717	TELCUT 40
Registration Number:	5216037	TIERNAY METALS
Registration Number:	1509629	Q
Registration Number:	1544169	SUPERCUT 150
Registration Number:	1494616	METALINK
Registration Number:	2248378	STRESSFREE
Registration Number:	2248387	STRESSFREE
Registration Number:	2130876	CASTLE ADVANCED MATERIALS SPG

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3322423287

Email: jmartingano@mwe.com

Correspondent Name: Jennifer A. Martingano

Address Line 1: One Vanderbilt Avenue

Address Line 4: New York, NEW YORK 10017-3852

ATTORNEY DOCKET NUMBER:	074567-0054
NAME OF SUBMITTER:	Maria Abadia
SIGNATURE:	/Maria Abadia/
DATE SIGNED:	12/22/2021

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 21, 2021 (this “*Notice*”), made by A.M. CASTLE & CO., a Maryland corporation (the “*Pledgor*”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as Agent (as defined below).

Reference is made to the Subordinated Term Loan and Security Agreement, dated as of December 21, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among Pledgor (a “*Borrower*” and together with any other Borrower party thereto from time to time, collectively, the “*Borrowers*”), A.M. Castle & Co. (Canada) Inc., a corporation existing under the laws of the province of British Columbia (“*Castle Canada*”), Castle Metals de Mexicali, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico (“*Castle Mexicali*”), Castle Metals de México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico (“*Castle Mexico*”) and the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and WILMINGTON SAVINGS FUND SOCIETY, FSB, as agent (together with its successors and permitted assigns in such capacity, the “*Agent*”) for the Lenders (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, collaterally assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of the Grantor’s right, title and interest in, to and under any and all of the trademarks, including those listed on Schedule I, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the “*Trademark Collateral*”);

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Loan Agreement.* The security interest granted to the Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Recordation.* The Grantor authorizes the directors of the United States Patent and Trademark Office to record this Notice.

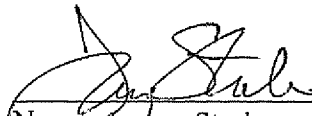
SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS NOTICE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

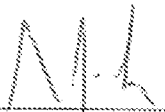
A.M. CASTLE & CO.

By: 
Name: Jeremy Steele
Title: Senior Vice President,
General Counsel & Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007519 FRAME: 0930

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Agent,

By: 
Name: Geoffrey J. Lewis
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]