

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corpac Steel Products Corp.		11/23/2022	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	PNC BANK, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4756410	CSP
Registration Number:	4756409	CSP
Registration Number:	4756408	TUBO360
Registration Number:	4614531	COAT360
Registration Number:	4266858	CORPAC
Registration Number:	4263449	CROSSOVER DISTRIBUTION
Registration Number:	4266855	CORPAC
Registration Number:	4263447	STEEL TO THE CORE
Registration Number:	0426344	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-22117 F.M.)

Address Line 1: Blank Rome LLP

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

OP \$240.00 4756410

ATTORNEY DOCKET NUMBER:	074658-22117
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/23/2022

Total Attachments: 4

source=IP Security Agreement (PNC - Corpac) - 1 Executed(129951730.1)#page1.tif

source=IP Security Agreement (PNC - Corpac) - 1 Executed(129951730.1)#page2.tif

source=IP Security Agreement (PNC - Corpac) - 1 Executed(129951730.1)#page3.tif

source=IP Security Agreement (PNC - Corpac) - 1 Executed(129951730.1)#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 23rd day of November, 2022, by **CORPAC STEEL PRODUCTS CORP.**, a Florida corporation ("Corpac" or "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as Agent (as defined below).

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the Grantor (together with any Person joined thereto from time to time as a borrower, collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC, as agent for the Lenders (in such capacity, "Agent"), the Lenders agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or Trademark.

Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

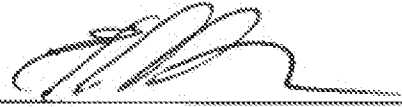
9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

CORPAC STEEL PRODUCTS CORP.,
as Grantor

By: _____





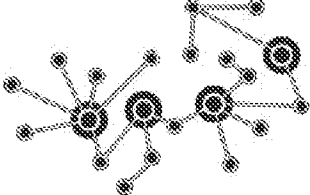
Name: Edgardo Vargas

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement (PNC - Corpac)]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Trademarks and Trademark Applications

#	Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
1		Corpac Steel Products Corp.	06/16/2015	4756410
2	CSP	Corpac Steel Products Corp.	06/16/2015	4756409
3	TUBO360	Corpac Steel Products Corp.	06/16/2015	4756408
4	COAT 360	Corpac Steel Products Corp.	09/30/2014	4614531
5	CORPAC	Corpac Steel Products Corp.	01/01/2013	4266858
6	CROSSOVER DISTRIBUTION	Corpac Steel Products Corp.	12/25/2012	4263449
7		Corpac Steel Products Corp.	01/01/2013	4266855
8		Corpac Steel Products Corp.	12/25/2012	12/25/2012
9	STEEL TO THE CORE	Corpac Steel Products Corp.	12/25/2012	4263447

[Intellectual Property Security Agreement (PNC – Corpac)]
Schedule 1 – Page 1