

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Tube & Conduit Corporation		04/14/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3287238	DESIGNER SERIES COLOR EMT	
Registration Number:	4349398	DESIGNER SERIES COLOR EMT	
Registration Number:	2881074	GAL-Z	
Registration Number:	3721976	WTC	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>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.</i>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00121		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	01/13/2023		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated as of April 14, 2017, is made by the Person listed on the signature page hereof (the “*Pledgor*”) in favor of Goldman Sachs Lending Partners LLC, as collateral agent (together with its permitted successors in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, that certain Amended and Restated Credit Agreement, dated as of June 14, 2016 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “*Credit Agreement*”), was entered into by and among Zekelman Industries, Inc. (formerly JMC Steel Group, Inc.), a Delaware corporation (the “*Borrower*”), Goldman Sachs Lending Partners LLC, as administrative agent (together with its permitted successors in such capacity, the “*Administrative Agent*”) and Collateral Agent, the other lenders party from time to time thereto, and Goldman Sachs Lending Partners LLC and JPMorgan Chase Bank, N.A., as arrangers and bookrunners. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, and in consideration of the extensions of credit and other accommodations of Lenders as set forth therein, the Pledgor has entered into, by supplement, that certain Amended and Restated Term Loan Credit Facility Pledge and Security Agreement, dated as of June 14, 2016 (as amended, supplemented or otherwise modified through the date hereof, the “*Security Agreement*”);

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

A. **Grant of Security.** The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Pledgor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of the Pledgor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets (as defined in the Security Agreement).

B. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of the Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by the Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

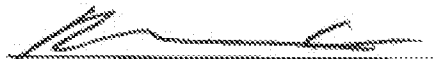
D. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

F. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**WESTERN TUBE & CONDUIT
CORPORATION**



Name: Michael P. McNamara, Jr.

Title: President and Secretary

{TL Trademark Security Agreement}

**TRADEMARK
REEL: 007945 FRAME: 0458**

Schedule A

TRADEMARKS:

Jurisdiction	Mark	Recorded Owner	Application Number	Application Date	Registration Number	Registration Date
United States	DESIGNER SERIES COLOR EMT	Western Tube & Conduit Corporation	78/897101	5/31/2006	3287238	8/28/2007
United States	DESIGNER SERIES COLOR EMT	Western Tube & Conduit Corporation	85/734992	9/21/2012	4349398	6/11/2013
United States	GAL-Z	Western Tube & Conduit Corporation	76/538157	8/18/2003	2881074	9/7/2004
Canada	WTC (stylized) AND DESIGN	Western Tube & Conduit Corporation	1457969	11/4/2009	TMA797144	5/10/2011
United States	WTC (stylized) AND DESIGN	Western Tube & Conduit Corporation	77/735512	5/12/2009	3721976	12/8/2009