

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAJESTIC STEEL USA, INC.		06/15/2023	Corporation: OHIO
MAJESTIC SOTERIA USA LLC		06/15/2023	Limited Liability Company: OHIO
QUICKEN STEEL, LLC		06/15/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WHITE OAK COMMERCIAL FINANCE, LLC		
Street Address:	4777 Sharon Road, Suite 510		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4289622	MAJESTIC STEEL USA	
Registration Number:	4872887	MAJESTIC STEEL USA	
Registration Number:	4289623	M MAJESTIC STEEL USA	
Registration Number:	4335426	M MAJESTIC STEEL USA	
Registration Number:	4872886	M	
Registration Number:	4262221	UNRAVEL	
Registration Number:	5617887	M	
Registration Number:	5617886	M HUB	
Registration Number:	5617888	M HUB	
Registration Number:	6036604	M	
Registration Number:	6108326	MICS	
Registration Number:	6577106	M	
Registration Number:	6708035	SZ	
Registration Number:	6925406	SOZO	
Registration Number:	7000980	SZ	
Serial Number:	90840123	VENN	

OP \$615.00 4289622

Property Type	Number	Word Mark
Serial Number:	88869719	SOTERIA
Serial Number:	97026528	MILL TO MAKER
Serial Number:	97254311	MAJESTIC
Serial Number:	97269620	MAJESTIC COIN
Serial Number:	97269636	METASTEEL
Serial Number:	97254307	SOZO
Serial Number:	97269631	SOZO
Serial Number:	97516327	QUICKEN STEEL

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.

Email: trademarks@mcguirewoods.com

Correspondent Name: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	06/22/2023

Total Attachments: 7

- source=White Oak _ Majestic Steel - Trademark Security Agreement Executed#page1.tif
- source=White Oak _ Majestic Steel - Trademark Security Agreement Executed#page2.tif
- source=White Oak _ Majestic Steel - Trademark Security Agreement Executed#page3.tif
- source=White Oak _ Majestic Steel - Trademark Security Agreement Executed#page4.tif
- source=White Oak _ Majestic Steel - Trademark Security Agreement Executed#page5.tif
- source=White Oak _ Majestic Steel - Trademark Security Agreement Executed#page6.tif
- source=White Oak _ Majestic Steel - Trademark Security Agreement Executed#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of June, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WHITE OAK COMMERCIAL FINANCE, LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of June 15, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among **MAJESTIC STEEL USA, INC.**, an Ohio corporation (the "Company"), **MARITIME REAL ESTATE LLC**, a Delaware limited liability company ("Maritime"), **QUICKEN STEEL, LLC**, a Florida limited liability company ("Quicken"), and together with the Company and Maritme, "Borrowers" and each, a "Borrower"), the several financial institutions from time to time party thereto (the "Lenders") and the Agent, the Lending Parties have agreed to make certain financial accommodations available to each Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to each Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of June 15, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Lending Parties, this Trademark Security 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of each of the Lending Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Agent, the other Lending Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Agent reserves the right, in its reasonable discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN

SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MAJESTIC STEEL USA, INC.,

an Ohio corporation


By: 

Name: Todd Leebow

Title: President and Chief Executive Officer

MAJESTIC SOTERIA USA LLC,

an Ohio limited liability company


By: 

Name: Todd Leebow

Title: President and Managing Director

QUICKEN STEEL, LLC,

a Florida limited liability company

By: 

Name: Todd Leebow


Title: President and Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,

a Delaware limited liability company, as Agent

By: 
Name: Thomas K. Otte
Title: Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Majestic Steel USA, Inc.	4,289,622	February 12, 2013	MAJESTIC STEEL USA word mark; Classes 35 and 40
Majestic Steel USA, Inc.	4,872,887	December 22, 2015	MAJESTIC STEEL USA word mark; Class 6
Majestic Steel USA, Inc.	4,289,623	February 12, 2013	Majestic Steel USA stacked design logo; Class 35
Majestic Steel USA, Inc.	4,335,426	May 14, 2013	Majestic Steel USA linear design logo; Class 35
Majestic Steel USA, Inc.	4,872,886	December 22, 2015	M stylized logo; Classes 6, 35 and 40
Majestic Steel USA, Inc.	4,262,221	December 18, 2012	UNRAVEL word mark; Class 9
Majestic Steel USA, Inc.	5,617,887	November 27, 2018	M and design mark
Majestic Steel USA, Inc.	5,617,886	November 27, 2018	M HUB word mark; Classes 35 and 42
Majestic Steel USA, Inc.	5,617,888	November 27, 2018	M HUB and design mark, Classes 35 and 42
Majestic Steel USA, Inc.	6,036,604	April 21, 2020	M red logo mark
Majestic Steel USA, Inc.	6,108,326	July 21, 2020	MICS word mark
Majestic Steel USA, Inc.	6,577,106	November 30, 2021	M circular logo mark
Majestic Soteria USA LLC	6,708,035	April 19, 2022	SZ logo mark; Classes 09 & 10
Majestic Soteria USA LLC	6,925,406	December 13, 2022	SOZO word mark
Majestic Soteria USA LLC	7,000,980	March 14, 2023	SZ logo mark; Classes 18 & 25

Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
Majestic Steel USA, Inc.	90/840,123	July 21, 2021	VENN word mark
Majestic Soteria USA LLC	88/869,719	April 13, 2020	SOTERIA word mark
Majestic Soteria USA LLC	97/026,528	September 14, 2021	MILL TO MAKER word mark
Majestic Steel USA, Inc.	97/254,311	February 4, 2022	MAJESTIC; Classes 9 & 35
Majestic Steel USA, Inc.	97/269,620	February 16, 2022	MAJESTIC COIN; Class 36
Majestic Steel USA, Inc.	97/269,636	February 16, 2022	METASTEEL; Classes 9 & 35
Majestic Soteria USA LLC	97/254,307	February 4, 2022	SOZO; Classes 9 & 35
Majestic Soteria USA LLC	97/269,631	February 16, 2022	SOZO; Classes 9 & 35
Quicken Steel, LLC	97/516,327	July 22, 2022	QUICKEN STEEL and Design color