

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SA Recycling LLC		12/21/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	555 California Street		
Internal Address:	Floor 4, Mail Code CA5-705-04-09		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3663261	GOT SCRAP?	
Registration Number:	2957273	GOT SCRAP?	
Registration Number:	4136112	RECYCLING REDEFINED	
CORRESPONDENCE DATA			
Fax Number:	2067577015		
<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:	2067578015		
Email:	priyankamenon@dwt.com		
Correspondent Name:	Ward Buringrud		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	4900000-001124		
NAME OF SUBMITTER:	Ward Buringrud		
SIGNATURE:	/Ward Buringrud/		
DATE SIGNED:	01/04/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of December 21, 2016, among SA RECYCLING LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent and collateral agent (including its successors and assigns from time to time, the "Administrative Agent") for the benefit of (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement dated as of September 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, the Lenders party thereto from time to time, and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and (ii) the other Secured Parties.

RECITALS

A. The Grantor is a party to an Amended and Restated Pledge and Security Agreement dated as of September 21, 2016 (the "Security Agreement") among the Grantor and the other grantors from time to time party thereto and the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

(a) The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Secured Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule 1 hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) all proceeds of the foregoing, including, but not limited to, licenses, royalties, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Administrative Agent or any other Secured Party, (ii) Grantor shall remain liable under each of the agreements included in the Trademark Collateral, and neither the Administrative Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Administrative Agent nor any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Administrative Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.


Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

SA RECYCLING LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____



Mark Sweetman
Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

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

SA RECYCLING LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Aamir Saleem*

Name: _____

Title: _____

Aamir Saleem Vice President
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SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country/Registration No.	Registration Date	Description (Mark)	Next Scheduled Expiration Date
USA 3663261	August 4, 2009	GOT SCRAP?	August 4, 2019
USA 2957273	May 31, 2005	got scrap?	May 31, 2025
USA 85077021	May 1, 2012	RECYCLING REDEFINED	May 1, 2018 (Declaration of Use) May 1, 2022 (Renewal)