TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agency Substitution Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Company, Successor by Merger to General Electric Capital Corporation		03/01/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Successor Agent
Street Address:	10 South Wacker Drive, 13th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4526554	READING SPARKS
Registration Number:	4526455	READING SPARKS
Registration Number:	4554764	STRONG REWARDS

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: erobinson@hunton.com
Correspondent Name: Erika Robinson
Address Line 1: 600 Peachtree St., NE
Address Line 2: c/o Hunton & Williams LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	09/20/2017

Total Attachments: 13

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RESIGNATION AND AGENCY SUBSTITUTION AGREEMENT

This **RESIGNATION AND AGENCY SUBSTITUTION AGREEMENT**, dated as of March 1, 2016 (this "Agreement"), is made by and between **GENERAL ELECTRIC COMPANY**, successor by merger to General Electric Capital Corporation, a New York corporation ("GE Capital"), in its capacity as the existing Agent under and as defined in the Credit Agreement referred to below (in such capacity, the "Retiring Agent"), in its capacity as an existing L/C Issuer (in such capacity, the "Retiring L/C Issuer"), and in its capacity as the existing Swingline Lender (in such capacity, the "Retiring Swingline Lender"), **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), in its capacity as successor to the Retiring Agent (in such capacity, the "Successor Agent"), in its capacity as the successor to the Retiring L/C Issuer (in such capacity, the "Successor L/C Issuer"), and in its capacity as the successor to the Retiring Swingline Lender (in such capacity, the "Successor Swingline Lender"), the undersigned Lenders (as defined below), and the undersigned Credit Parties.

W I T N E S S E T H:

WHEREAS, the Credit Parties from time to time party thereto, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Retiring Agent are parties to that certain Amended and Restated Credit Agreement, dated as of December 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; all initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement);

WHEREAS, GE Capital and Wells Fargo, are parties to that certain Stock and Asset Purchase Agreement, dated as of October 13, 2015 (as amended from time to time, the "SAPA"), pursuant to which, among other things, Wells Fargo has agreed that Wells Fargo or one or more of Wells Fargo's affiliates will agree to be appointed as the successor to GE Capital in its respective capacities as Agent, an L/C Issuer and Swingline Lender under the Credit Agreement; and

WHEREAS, (a) the Retiring Agent desires to resign in its capacity as Agent under the Credit Agreement and the other Loan Documents and the Successor Agent desires to become the successor to Retiring Agent in such capacity, (b) the Retiring L/C Issuer desires to resign in its capacity as an L/C Issuer under the Credit Agreement and the other Loan Documents and the Successor L/C Issuer desires to become the successor to Retiring L/C Issuer in such capacity and (c) the Retiring Swingline Lender desires to resign in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents and the Successor Swingline Lender desires to become the successor to Retiring Swingline Lender in such capacity.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties hereto agree as follows:

1. Resignation and Appointment.

(a) Resignation of Retiring Agent, Retiring L/C Issuer and Retiring Swingline Lender. The Retiring Agent hereby resigns, effective as of the Effective Date (defined below), in its capacity as Agent under the Credit Agreement and the other Loan Documents. Subject to Section 2(iv) below, the Retiring L/C Issuer hereby resigns, effective as of the Effective Date (defined below), in its capacity as an L/C Issuer under the Credit Agreement and the other Loan Documents. The Retiring Swingline Lender hereby resigns, effective as of the Effective Date (defined below), in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents. As of the Effective Date, each of the Retiring Agent, Retiring L/C Issuer and Retiring Swingline Lender shall be discharged from their respective duties and

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obligations under each Credit Agreement and all other Loan Documents, except to the extent expressly set forth in this Agreement, including Section 2 below.

(b) Appointment of Successor Agent. As of the Effective Date, (i) the Successor Agent is hereby appointed by the undersigned Lenders as the successor to Retiring Agent in its capacity as Agent under the Credit Agreement and the other Loan Documents and the Successor Agent hereby accepts such appointment and agrees to act as Agent under the Credit Agreement and the other Loan Documents, (ii) the Successor L/C Issuer is hereby appointed by the undersigned Lenders as the successor to Retiring L/C Issuer in its capacity as an L/C Issuer under the Credit Agreement and the other Loan Documents and the Successor L/C Issuer hereby accepts such appointment and agrees to act as an L/C Issuer under the Credit Agreement and the other Loan Documents, and (iii) the Successor Swingline Lender is hereby appointed by the undersigned Lenders as the successor to Retiring Swingline Lender in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents and the Successor Swingline Lender hereby accepts such appointment and agrees to act as the Swingline Lender under the Credit Agreement and the other Loan Documents.

(c) Assignment of Rights and Duties. As of the Effective Date, (i) the Retiring Agent hereby assigns, and the Successor Agent is hereby vested with and assumes, all the rights, powers, privileges and duties of the Retiring Agent under the Credit Agreement and the other Loan Documents, (ii) subject to Section 3(iv) below, the Retiring L/C Issuer hereby assigns, and the Successor L/C Issuer is hereby vested with and assumes, all the rights, powers, privileges and duties of an L/C Issuer under the Credit Agreement and the other Loan Documents, and (iii) the Retiring Swingline Lender hereby assigns, and the Successor Swingline Lender is hereby vested with and assumes, all the rights, powers, privileges and duties of the Swingline Lender under the Credit Agreement and the other Loan Documents, in each case, including, without limitation, in the Retiring Agent's capacity as Agent, secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Retiring Agent was granted liens on any real or personal property of the Borrowers, any Credit Party or any other person, as security for all or any of the secured obligations. The provisions of this Agreement to the contrary notwithstanding, none of Successor Agent, Successor L/C Issuer or Successor Swingline Lender hereby assumes any duties, obligations or liabilities of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender for any period on or prior to the Effective Date, and none of Successor Agent, Successor L/C Issuer or Successor Swingline Lender shall have any liabilities, duties or obligations in respect of any acts or omissions by Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender for any period on or prior to the Effective Date. Additionally, the provisions of this Agreement to the contrary notwithstanding, none of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender assumes any duties, obligations or liabilities of Successor Agent, Successor L/C Issuer or Successor Swingline Lender for any period after the Effective Date, and none of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender shall have any liabilities, duties or obligations in respect of any acts or omissions by Successor Agent, Successor L/C Issuer or Successor Swingline Lender for any period after the Effective Date. In furtherance of the foregoing, the undersigned Lenders hereby (x) consent to each of the provisions of this Agreement, (y) waive any consents or amendments to the Credit Agreement needed to effectuate the foregoing provisions of this Agreement, and (z) waive any prior notice requirement or waiting period prior to the effectiveness of each of the provisions of this Agreement otherwise provided for in the Credit Agreement. Retiring Agent, the undersigned Lenders and Credit Parties each hereby authorizes the Successor Agent to prepare and file or record or cause to be filed or recorded any UCC assignments, assignments of intellectual property security agreements, assignments of mortgages, assignments of share charges, assignments of stock pledge agreements, assignments of control agreements, assignments of any other Loan Documents and any amendments of any of the foregoing as may be reasonably necessary or as may be requested by Wells Fargo in connection with this Agreement (it being understood that no Credit Party shall be responsible for the fees and expenses of Retiring Agent or the Successor Agent in connection therewith).

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(d) Consent of Credit Parties. Each Credit Party hereby consents to the appointment by the undersigned Lenders, as of the Effective Date, of (i) Successor Agent as the successor to Retiring Agent in its capacity as Agent under the Credit Agreement and the other Loan Documents, (ii) Successor L/C Issuer as the successor to Retiring L/C Issuer in its capacity as an L/C Issuer under the Credit Agreement and the other Loan Documents, and (iii) Successor Swingline Lender as the successor to Retiring Swingline Lender in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents. In furtherance of the foregoing, each Credit Party hereby (x) consents to each of the provisions of this Agreement, (y) waives any consents or amendments to the Credit Agreement that may be needed to effectuate the foregoing provisions of this Agreement, and (z) waives any prior notice requirement or waiting period prior to the effectiveness of each of the provisions of this Agreement otherwise provided for in the Credit Agreement.

(e) Survival. Except as set forth below in Sections 2(iii) and (v) of this Agreement, nothing in this Agreement shall be deemed a termination of the provisions of, or any of the Retiring Agent's, Retiring L/C Issuer's or Retiring Swingline Lender's rights under, the Loan Documents with respect to actions taken by any of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender prior to the Effective Date that are expressly stated in any section of any Loan Documents to survive the resignation of the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender, as applicable. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement or otherwise, except as set forth below in Sections 2(iii) and (v) of this Agreement, the Retiring Agent, Retiring L/C Issuer and Retiring L/C Swingline Lender and each affiliate thereof and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to GE Capital or any of its affiliates shall retain the benefit of all of the provisions of the Credit Agreement and each of the other Loan Documents that are expressly stated in any section of any Loan Documents to survive the resignation of the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender, as applicable, with respect to any actions taken or omitted to be taken prior to the Effective Date while the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender was, or because the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender had been, acting as Agent, an L/C Issuer or Swingline Lender under the Credit Agreement and the other Loan Documents. Retiring Agent shall consult with the Successor Agent, Retiring L/C Issuer shall consult with the Successor L/C Issuer, and Retiring Swingline Lender shall consult with Successor Swingline Lender, in each case prior to exercising any of the rights referred to in this Section 1(e).

2. Loan Documents. The parties hereto hereby further agree and acknowledge that, from and after the Effective Date, the Successor Agent shall be, and shall be deemed to be, the Agent under the Credit Agreement and the other Loan Documents (including each fee letter). In furtherance of the foregoing, all defined terms referencing or appointing GE Capital as Agent in the Credit Agreement or the other Loan Documents (including any fee letter) shall be deemed amended from and after the Effective Date to reference the Successor Agent as Agent (or otherwise as the agent for the Lenders, the L/C Issuers and the other Secured Parties, as applicable). From and after the Effective Date, (i) Wells Fargo shall become the Swingline Lender and an L/C Issuer under the Credit Agreement and the other Loan Documents, (ii) GE Capital shall cease to be a Swingline Lender thereunder, (iii) GE Capital shall not be required to issue any further Letters of Credit thereunder and to the extent Letters of Credit arranged or issued by GE Capital are outstanding under the Credit Agreement and remain outstanding after the Effective Date, GE Capital will have no voting or consent rights as an L/C Issuer under (and as defined in) the Credit Agreement except as set forth in clause (iv) hereof, (iv) GE Capital shall maintain all of its rights as an L/C Issuer with respect to any Letters of Credit issued by it prior to the Effective Date and, to the extent Letters of Credit arranged or issued by GE Capital are outstanding under the Credit Agreement and remain outstanding after the Effective Date, GE Capital shall maintain its voting rights with respect to any amendment or modification that increases GE Capital's duties or liabilities or decreases GE Capital's rights with respect to any Letter of Credit issued by it), and (v) GE Capital and each of its Affiliates shall cease to be a Secured Swap Provider under the Credit Agreement and the other Loan Documents and any Obligations held by GE Capital or any

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of its Affiliates in respect of Secured Rate Contract or other extension of credit shall no longer be secured by the Collateral.

3. Conditions to Effectiveness. This Agreement shall become effective as of the date first written above when it has been duly executed and delivered by the Retiring Agent, Retiring L/C Issuer, Retiring Swingline Lender, Successor Agent, Successor L/C Issuer, Successor Swingline Lender, each Credit Party and the undersigned Lenders constituting Required Lenders, or such later date as may be designated in writing by each of Retiring Agent and Successor Agent (such date, the "Effective Date").

4. Fees and Expenses. Notwithstanding anything to the contrary in the Credit Agreement and the other Loan Documents, in no event shall the Credit Parties be responsible for any costs or expenses incurred by the Retiring Agent or the Successor Agent in connection with the execution and delivery of this Agreement and the effectuation of the assignments contemplated hereby; *provided* that the foregoing shall not otherwise limit the Credit Parties' obligations in respect of expenses otherwise payable to the Retiring Agent or Successor Agent arising (if applicable) prior to this Agreement or once the assignments contemplated hereby have been completed.

5. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents state the entire agreement and supersede all prior agreements and understandings, written or verbal, between the parties hereto with respect to the subject matter hereof. Except as expressly amended or modified hereby, the Credit Agreement and the other Loan Documents shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Agreement and the Credit Agreement or any other Loan Document, the terms of this Agreement shall govern and control. This Agreement may not be amended except in writing signed by a duly authorized representative of each of the parties hereto.

6. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including by ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart hereof.

10. Loan Documents. The parties hereto hereby agree that this Agreement shall constitute a Loan Document.

11. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

12. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first written above.

GENERAL ELECTRIC COMPANY, successor by merger to General Electric Capital Corporation, a New York corporation, as Retiring Agent, Retiring L/C Issuer and Retiring Swingline Lender

By: [signature]
Name: Matthew D. Murphy
Title: Duly Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Successor Agent, Successor L/C Issuer and Successor Swingline Lender

By: _____
Name: Peter Poosman
Title: Director

[Signature Page to Error Resignation and Agency Substitution Agreement]

CF LENDING, LLC, as a Lender

By: _____

Name: Matthew McAlpine

Title: Duly Authorized Signatory

CREDIT PARTIES:

EVRAZ INC. NA

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

EVRAZ TRADE NA, LLC

By: _____
Name: Conrad Winkler
Title: Manager

COLORADO AND WYOMING RAILWAY COMPANY

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

CF&I STEEL, L.P.
By: New CF&I, Inc., as its General Partner

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

CAMROSE PIPE CORPORATION

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

OSM DISTRIBUTION, INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

OREGON STEEL MILLS PROCESSING, INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

[Signature Page to Joint Recognition and Agency Subordination Agreement]

NEW CF&I, INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

EVRAZ INC. NA CANADA

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

CANADIAN NATIONAL STEEL CORPORATION

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

EVRAZ NORTH AMERICA PLC

By: _____
Name: Conrad Winkler
Title: Director

GENERAL SCRAP INC.

By: _____
Name: Conrad Winkler
Title: Director

EAST METALS SERVICES, INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

EVRAZ MATERIALS RECYCLING, INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

(Signature Page to Cross Receivables and Agency Substitution Agreement)

NEW GENSUBCO INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

SAMETCO AUTO INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

GENLANDCO INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

KAR BASHER OF ALBERTA LTD.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

GENERAL SCRAP PARTNERSHIP,
by its general partner:

EVRAZ INC. NA CANADA

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

by its general partner:
EVRAZ MATERIALS RECYCLING, INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

EVRAZ CLAYMONT STEEL, INC.

By: _____
Name: Conrad Winkler
Title: Chief Executive Officer

(Signature Page to Loan Prepayment and Form of Subordination Agreement)

CITIBANK, N.A., as a Lender

By: _____
Name:
Title:

[Signature Page to Evraz Resignation and Agency Substitution Agreement]

SOCIÉTÉ GÉNÉRALE, as a Lender

By: Barbara Paulsen
Name: Barbara Paulsen
Title: Managing Director

[Signature Page to Evrax Resignation and Agency Substitution Agreement]