

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHAQ, Inc.		10/01/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	110 N. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5568438	SHAW STAINLESS & ALLOY	
Registration Number:	5568447	SHAW STAINLESS & ALLOY	
Registration Number:	5568449	SHAW STAINLESS	
Registration Number:	5583629	SHAW STAINLESS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Christel E. Harlacher		
Address Line 1:	800 E. Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	10/06/2021		
Total Attachments: 5			
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OP \$115.00 5568438

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 1, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A., as Agent for the lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Loan and Security Agreement, dated as of December 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Loan Agreement", capitalized terms used herein but not defined shall have the meaning as set forth in the Loan Agreement), by and among Olympic Steel, Inc., an Ohio corporation, various affiliates of Olympic Steel, Inc. party thereto, the financial institutions party thereto as lenders and Agent, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed to pledge and grant to Agent a continuing security interest in all of such Grantor's Intellectual Property, including the Patent Collateral and Trademark Collateral (as defined below); and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to extend credit under the Loan Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Grant of Security Interest in Intellectual Property. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent, and grants to Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following:

(a) all of its patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the items in clause (a) through (c) the "Patent Collateral")

(d) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(e) all renewals and extensions of the foregoing trademarks; and

(f) all goodwill of the business connected with the use of, and symbolized by, each such trademarks (collectively, the items in clause (d) through (f) the "Trademark Collateral").

Section 2. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patent Collateral and Trademark Collateral subject to a security interest hereunder.

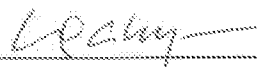
Section 4. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Intellectual Property Security Agreement shall constitute effective delivery of such signature page.

Section 5. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]

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

SHAQ, Inc.
as Grantor

By: 
Name: Richard A. Manson
Title: Chief Financial Officer and
Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007444 FRAME: 0186

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Agent

By: Thomas H. Herron
Name: Thomas H. Herron
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007444 FRAME: 0187

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent and Trademark Registrations

1. REGISTERED PATENTS AND TRADEMARKS

Patents

Patent Registration Number 9,115,474, dated August 25, 2015 for Bollard Coverings and Methods of Manufacture and Use Thereof, with a continuation in part as Patent Registration Number 9,359,730, dated June 7, 2016, with a further continuation in part as Patent Registration Number 9,580,878, dated February 28, 2017.

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Shaw Stainless & Alloy	SHAQ, Inc.	87,575,221	5,568,438	September 25, 2018
Shaw Stainless & Alloy (design)	SHAQ, Inc.	87,576,771	5,568,447	September 25, 2018
Shaw Stainless	SHAQ, Inc.	87,576,893	5,568,449	September 25, 2018
Shaw Stainless (design)	SHAQ, Inc.	87,576,949	5,583,629	October 16, 2018