

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RG Steel Sparrows Point, LLC		01/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RG Steel Wheeling, LLC		01/17/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cerberus Business Finance, LLC
<b>Street Address:</b>	Attn: Portfolio Manager -- RG Steel, 299 Park Avenue
<b>Internal Address:</b>	22nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2063804	SCRAPNET
Registration Number:	2501654	P B R PATAPSCO & BACK RIVERS RAILROAD CO. SERVING INDUSTRY SINCE 1918
Registration Number:	0777680	BARNMASTER
Registration Number:	2418864	CD 2000
Registration Number:	1711137	CENTURYDRAIN
Registration Number:	0512393	CHANNELDRAIN
Registration Number:	2454589	CHANNELDRAIN 2000
Registration Number:	0920051	
Registration Number:	0787411	PANELDRAIN
Registration Number:	0595086	SOFTITE
Registration Number:	1632140	WHEELING-PITTSBURGH

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
Phone: 212-756-2552  
Email: marisa.davidson@srz.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1213
NAME OF SUBMITTER:	Marisa Davidson (014951-1213)
Signature:	/kc for md/
Date:	01/18/2012

**Total Attachments: 11**

- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page1.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page2.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page3.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page4.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page5.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page6.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page7.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page8.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page9.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page10.tif
- source=Trademark Security Agreement for RG Steel - Cerberus Business Finance, LLC#page11.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of January, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Cerberus Business Finance, LLC, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among RG Steel, LLC, a Delaware limited liability company ("Parent"), RG Steel Sparrows Point, LLC, a Delaware limited liability company ("Sparrow"), RG Steel Wheeling, LLC, a Delaware limited liability company ("Wheeling"; and together with Sparrow, each individually a "Borrower" and collectively, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of January 17, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, 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 Code) 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 Agent, the Lender Group, the Bank Product Providers 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 Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the 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 shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and

not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

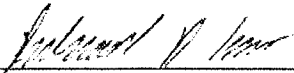
**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[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.

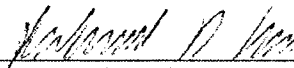
**GRANTORS:**

RG STEEL SPARROWS POINT, LLC

By: 

Name: Richard D. Caruso  
Title: Vice President and Chief Financial  
Officer

RG STEEL WHEELING, LLC

By: 

Name: Richard D. Caruso  
Title: Vice President and Chief Financial  
Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004700 FRAME: 0102**

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**CERBERUS BUSINESS FINANCE, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**RG Steel Sparrows Point, LLC**

OWNER	TRADEMARK	COUNTRY	FILING DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO
Severstal Sparrows Point, LLC [now named RG Steel Sparrows Point, LLC]	ScrapNet	USA	20-March-95	74/649149	May 20, 1997	2063804
Severstal Sparrows Point, LLC [now named RG Steel Sparrows Point, LLC]	PBR Patapsco & Back Rivers Railroad Co. Serving Industry Since 1918 (and design)	USA	06-April-00	76/019199	October 30, 2001	2501654

**RG Steel Wheeling, LLC**

OWNER	TRADEMARK	COUNTRY	FILING DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	Barmaster and Design	USA	27-Jan-64	72/185,469	29-Sep-64	777,680
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CD 2000	USA	14-Jul-99	75/753,706	09-Jan-01	2,418,864
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CD 2000	Canada	20-Jan-2010	1466,457		
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CENTURYDRAIN	USA	26-Oct-90	74/109,469	01-Sep-92	1,711,137
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CENTURYDRAIN	Canada	29-Dec-2009	1464,325		



OWNER	TRADEMARK	COUNTRY	FILING DATE	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
RG Steel Wheeling, LLC]						
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CHANNELDRAIN (STYLIZED)	Canada	02-May-96	811620	18-Apr-97	TMA474941
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CHANNELDRAIN (STYLIZED)	USA	29-Sep-47	71/536,193	19-Jul-49	512,393
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CHANNELDRAIN 2000	Canada	13-Jan-00	1042394	22-Mar-02	559639
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CHANNELDRAIN 2000	USA	14-Jul-99	75/753,705	29-May-01	2,454,589
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	MISCELLANEOUS DESIGN	USA	05-Aug-70	72/367,255	14-Sep-71	920,051
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	PANELDRAIN (STYLIZED)	Canada	02-May-96	811622	17-Apr-97	TMA474873
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	PANELDRAIN (STYLIZED)	USA	18-Jun-64	72/195,988	30-Mar-65	787,411
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	SOFTITE (STYLIZED)	USA	09-Dec-53	71/657,746	14-Sep-54	595,086
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	WHEELING-PITTSBURGH	USA	11-Apr-90	74/047,847	22-Jan-91	1,632,140

**Trade Names**

**RG Steel Sparrows Point, LLC**

None.

**RG Steel Wheeling, LLC**

Wheeling Corrugating Company

Common Law Trademarks

**RG Steel Sparrows Point, LLC**

None.

**RG Steel Wheeling, LLC**

OWNER	TRADEMARK	CASE NUMBER	
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	BAR-Z	02-018	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CENTURYDRAIN	02-003	CA
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	CINCHLOK	02-017	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	DOUBLE-EX (STYLIZED)	02-021	US
Wheeling-Pittsburgh Steel Corporation [now named RG Steel Wheeling, LLC]	DUCTILLITE (STYLIZED)	02-022	CA
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	EX-TRAND (STYLIZED)	02-023	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	HANK (STYLIZED)	02-024	US

OWNER	TRADEMARK	CASE NUMBER	
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	LUBEGUARD	02-027	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	MERITT	99-277	CA
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	MERITT	99-277	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	MISCELLANEOUS DESIGN	02-030	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	MISCELLANEOUS DESIGN	02-031	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	MISCELLANEOUS DESIGN	02-032	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	MISCELLANEOUS DESIGN	02-029	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	PITTSBURGH P SEAMLESS AND DESIGN	02-038	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	SAFE-T-MESH	02-041	US
Wheeling Corrugating Company [a division of RG Steel Wheeling, LLC]	STEELCRETE	02-044	US
Wheeling Corrugating Company [a division of RG Steel Wheeling, LLC]	SUPER CHANNELDRAIN (STYLIZED)	02-046	US

OWNER	TRADEMARK	CASE NUMBER	
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	TENSILBOND	02-047	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	TENSILTITE (STYLIZED)	02-050	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	W WHEELING CORRUGATING COMPANY WHEELING, W. VA. U.S.A. AND DESIGN	02-054	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	W WHEELING CORRUGATING COMPANY WHEELING, W. VA. U.S.A. AND DESIGN	02-054	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	W WHEELING CORRUGATING COMPANY WHEELING, W. VA. U.S.A. AND DESIGN	02-054	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	W WHEELING CORRUGATING COMPANY WHEELING, W. VA. U.S.A. AND DESIGN	02-054	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	W WHEELING CORRUGATING COMPANY WHEELING, W. VA. U.S.A. AND DESIGN	02-054	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	W WHEELING CORRUGATING COMPANY WHEELING, W. VA. U.S.A. AND DESIGN	02-054	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	WHEELING (STYLIZED)	02-055	US
Severstal Wheeling, Inc. [now named RG Steel Wheeling, LLC]	WHEELING STEEL AND DESIGN	02-060	US

**Trademarks Not Currently In Use**

None

Trademark Licenses

**RG Steel Sparrows Point, LLC**

Trademark License Agreement, dated August 15, 1986, by and between ISG Acquisition Inc. and BIEC International Inc., as amended on April 29, 2003.

**RG Steel Wheeling, LLC**

None.