

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.M. Castle & Co., as Grantor		12/08/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANTOR FITZGERALD SECURITIES, as Administrative and Collateral Agent		
<b>Street Address:</b>	110 E. 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2130876	CASTLE ADVANCED MATERIALS SPG	
<b>Registration Number:</b>	1295685		
<b>Registration Number:</b>	1297178		
<b>Registration Number:</b>	3466370		
<b>Registration Number:</b>	1336048	CASTLE METALS	
<b>Registration Number:</b>	3466369	CASTLE METALS	
<b>Registration Number:</b>	1009462	CASTLE METALS	
<b>Registration Number:</b>	3896853	CASTLE METALS PLUS	
<b>Registration Number:</b>	2314848	CMQ	
<b>Registration Number:</b>	1338782		
<b>Registration Number:</b>	1128438	HA	
<b>Registration Number:</b>	1336058	HA	
<b>Registration Number:</b>	2053333	HA INDUSTRIES	
<b>Registration Number:</b>	4332334	INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YO	
<b>Registration Number:</b>	2091773	METAL EXPRESS	
<b>Registration Number:</b>	1494616	METALINK	
<b>Registration Number:</b>	4628011	OILSPIEL	
<b>Registration Number:</b>	3477543	OLIVER	
<b>Registration Number:</b>	3573220	OLIVER	
<b>TRADEMARK</b>			

CH \$815.00 2130876

Property Type	Number	Word Mark
Registration Number:	3473178	OLIVER STEEL PLATE
Registration Number:	3576860	OLIVER STEEL PLATE
Registration Number:	1868639	PROCESSED WITH PRIDE
Registration Number:	2482989	PROCUT
Registration Number:	1655225	PURECUT 20
Registration Number:	1658801	PURECUT 40
Registration Number:	1509629	Q
Registration Number:	2093452	QUIK BUY
Registration Number:	2248378	STRESSFREE
Registration Number:	2248387	STRESSFREE
Registration Number:	1544169	SUPERCUT 150
Registration Number:	1932161	TELCUT
Registration Number:	1654717	TELCUT 40

**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:** vmann@paulweiss.com, aspoto@paulweiss.com

**Correspondent Name:** Virginia F. Mann

**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	21749-001
<b>NAME OF SUBMITTER:</b>	Virginia F. Mann
<b>SIGNATURE:</b>	/Virginia F. Mann/
<b>DATE SIGNED:</b>	12/29/2016

**Total Attachments: 8**

- source=AM Castle - Trademark Security Agreement (EXECUTED)#page1.tif
- source=AM Castle - Trademark Security Agreement (EXECUTED)#page2.tif
- source=AM Castle - Trademark Security Agreement (EXECUTED)#page3.tif
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CANTOR FITZGERALD SECURITIES, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among A.M. Castle & Co., Total Plastics, Inc. and A.M. Castle & Co. (Canada) Inc. (collectively, the "Borrowers"), Keystone Tube Company, LLC, as a Guarantor, the Lenders from time to time party thereto, and Agent, as Administrative Agent and Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Pledge and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), the Grantors granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property owned by the Grantors and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Agent, for itself and for the ratable benefit of the Secured Parties, a first priority security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located, the following Collateral of such Grantor (the "Trademark Collateral"):

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

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Cooperation. Each Grantor irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of such Grantor or in the Agent's name, from time to time, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Section 5. Reserved.

Section 6. Counterparts. This Trademark 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.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 8. Submission to Jurisdiction. THE UNDERSIGNED HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH

ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

Section 9. Concerning the Agent. Cantor Fitzgerald Securities is acting under this Trademark Security Agreement solely in its capacity as Agent under the Pledge and Security Agreement and the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Pledge and Security Agreement and the Credit Agreement, as if such rights, privileges and immunities were set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

A.M. Castle & Co.,  
as Grantor

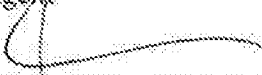
By: Patrick R. Anderson  
Name: Patrick R. Anderson  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

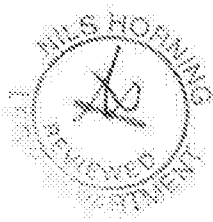
[Signature page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005955 FRAME: 0393**

ACCEPTED AND AGREED  
as of the date first above written:

CANTOR FITZGERALD SECURITIES,  
as Agent

By:   
Name: James Bond  
Title: Chief Operating Officer



[Signature page to the Trademark Security Agreement]  
[Amended]

**Schedule I**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Title/Mark</b>	<b>Owner</b>	<b>Country</b>	<b>Appln No</b>	<b>Appln Date</b>	<b>Reg No</b>	<b>Reg Date</b>	<b>Status</b>
CASTLE ADVANCED MATERIALS SPG	A.M. Castle & Co.	United States	74613432	12/20/94	2130876	01/20/98	Registered
Castle in Circle Design	A.M. Castle & Co.	United States	73440792	08/24/83	1295685	09/18/84	Registered
Castle in Circle Design	A.M. Castle & Co.	United States	73444841	09/22/83	1297178	09/18/84	Registered
Castle in Circle Design	A.M. Castle & Co.	United States	77303050	10/12/07	3466370	07/15/08	Registered
CASTLE METALS	A.M. Castle & Co.	United States	73466822	02/23/84	1336048	05/14/85	Registered
CASTLE METALS	A.M. Castle & Co.	United States	77302911	10/12/07	3466369	07/15/08	Registered
CASTLE METALS & Design	A.M. Castle & Co.	United States	73026646	07/12/74	1009462	04/29/75	Registered
CASTLE METALS PLUS	A.M. Castle & Co.	United States	85026015	04/29/10	3896853	12/28/10	Registered
CASTLE METALS AEROSPACE	A.M. Castle & Co.	US State - Wisconsin	Not Available	Not Available	Not Available	08/20/13	Registered
CASTLE METALS AEROSPACE	A.M. Castle & Co.	US State - Arizona	Not Available	Not Available	578985	08/20/13	Registered
CASTLE METALS OIL & GAS	A.M. Castle & Co.	US State - Wisconsin	Not Available	Not Available	Not Available	08/20/13	Registered
CASTLE METALS OIL & GAS	A.M. Castle & Co.	US State - Arizona	Not Available	Not Available	557122	10/02/12	Registered
CMQ	A.M. Castle & Co.	United States	75233972	01/30/97	2314848	02/01/00	Registered
DESIGN ONLY	A.M. Castle & Co.	United States	73504351	10/18/84	1338782	06/04/85	Registered
HA & Design	A.M.	United	73165470	04/07/78	1128438	12/25/79	Registered



Title/Mark	Owner	Country	Appln No	Appln Date	Reg No	Reg Date	Status
	Castle & Co.	States					
HA & Design (Shaded H)	A.M. Castle & Co.	United States	73484080	06/07/84	1336058	05/14/85	Registered
HA INDUSTRIES & Design	A.M. Castle & Co.	United States	74662825	04/13/95	2053333	04/15/97	Registered
INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YOUR SPECIALTY METALS NEEDS	A.M. Castle & Co.	United States	85236659	02/08/11	4332334	05/07/13	Registered
METAL EXPRESS	A.M. Castle & Co.	United States	74666260	04/27/95	2091773	08/26/97	Registered
METALINK	A.M. Castle & Co.	United States	73644127	02/11/87	1494616	06/28/88	Registered
OILSPIEL	A.M. Castle & Co.	United States	86210547	03/04/14	4628011	10/28/14	Registered
OLIVER	A.M. Castle & Co.	United States	77147320	04/03/07	3477543	07/29/08	Registered
OLIVER	A.M. Castle & Co.	United States	77147344	04/03/07	3573220	02/10/09	Registered
OLIVER STEEL PLATE & Design	A.M. Castle & Co.	United States	77132387	03/15/07	3473178	07/22/08	Registered
OLIVER STEEL PLATE & Design	A.M. Castle & Co.	United States	77132375	03/15/07	3576860	02/17/09	Registered
PROCESSED WITH PRIDE	A.M. Castle & Co.	United States	74460287	11/18/93	1868639	12/20/94	Registered
PROCUT	A.M. Castle & Co.	United States	75607146	12/17/98	2482989	08/28/01	Registered
PURECUT 20	A.M. Castle & Co.	United States	74097166	09/14/90	1655225	09/03/91	Registered
PURECUT 40	A.M. Castle & Co.	United States	74097167	09/14/90	1658801	10/01/91	Registered
Q & Castle Design	A.M. Castle & Co.	United States	73681232	08/26/87	1509629	10/18/88	Registered
QUIK BUY	A.M.	United	74655156	04/03/95	2093452	09/02/97	Registered

Title/Mark	Owner	Country	Appln No	Appln Date	Reg No	Reg Date	Status
	Castle & Co.	States					
STRESSFREE	A.M. Castle & Co.	United States	75239882	02/11/97	2248378	05/25/99	Registered
STRESSFREE Stylized	A.M. Castle & Co.	United States	75330849	07/25/97	2248387	05/25/99	Registered
SUPERCUT 150 & Design	A.M. Castle & Co.	United States	73765379	11/23/88	1544169	06/20/89	Registered
TELCUT	A.M. Castle & Co.	United States	74467441	12/09/93	1932161	10/31/95	Registered
TELCUT 40	A.M. Castle & Co.	United States	73825585	09/15/89	1654717	08/27/91	Registered
TUBE SUPPLY	A.M. Castle & Co.	US State - Arizona	Not Available	Not Available	557121	10/02/21	Registered
HA	A.M. Castle & Co.	United States	73165470	04/07/78	1128438	12/25/79	Registered