

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gibbs Wire & Steel Company LLC		11/12/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	20975 Swenson Drive		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4591589	GIBBS	
Registration Number:	4591590	GIBBS	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Becky L. Troutman, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	001740.00247		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	11/12/2019		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 2019, by GIBBS WIRE & STEEL COMPANY LLC, a Nevada limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor, Combined Metals of Chicago, L.L.C., an Illinois limited liability company ("CMC"), Combined Metals of Michigan, L.L.C., an Illinois limited liability company ("CMM"), certain Subsidiaries of CMC, the Agent and certain lenders (collectively, the "Lenders") are entering into that certain Sixth Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of itself and the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark

application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

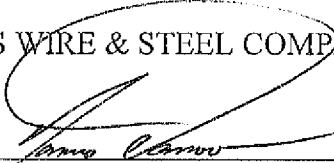
This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement shall be governed by the laws of the State of Illinois, without giving effect to the conflict of law principles thereof.

[signature page follows]


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

GIBBS WIRE & STEEL COMPANY LLC

By: 
Name: James Darrow
Title: President

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Brian Conole
Title: Senior Vice President

[Signature Page to Gibbs Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006794 FRAME: 0720

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Country	Date of Issue
Gibbs Wire & Steel Company LLC	Gibbs	86035529	4,591,589	USA	8/26/14
Gibbs Wire & Steel Company LLC	GIBBS	86035534	4,591,590	USA	8/26/14

* Grantor also may have foreign Trademark Collateral that is not disclosed on this Schedule 1.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.