

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEMPEL STEEL COMPANY		01/22/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	TEMPEL HOLDINGS, INC.		
Street Address:	5500 North Wolcott Avenue		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60640-1020		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2301948	BCL	
Registration Number:	0681024	TEMPCOR	
Registration Number:	0691149	TEMPEL	
Registration Number:	2105245	TEMPEL	
Registration Number:	3828283	HICOR	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	187520/1		
NAME OF SUBMITTER:	Bruce Goldner		
SIGNATURE:	/Bruce Goldner/		
DATE SIGNED:	01/25/2021		

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Total Attachments: 5

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF JANUARY 22, 2021, BY AND AMONG TEMPEL HOLDINGS, INC., AN ILLINOIS CORPORATION, PNC BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE REVOLVING LOAN SECURED PARTIES (AS DEFINED IN THE SUBORDINATION AGREEMENT), SJC DLF III-O, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE TERM LOAN SECURED PARTIES (AS DEFINED IN THE SUBORDINATION AGREEMENT), TEMPEL STEEL COMPANY, AN ILLINOIS CORPORATION ("BORROWER"), AND EACH OTHER "COMPANY" PARTY THERETO (BORROWER AND EACH OTHER PERSON IDENTIFIED AS A "COMPANY" ON THE SIGNATURE PAGES THEREOF (INCLUDING ANY JOINDER HERETO) ARE COLLECTIVELY REFERRED HEREIN AS THE "COMPANIES" AND EACH INDIVIDUALLY AS A "COMPANY"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO THE SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING OR REPLACING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of the 22nd day of January, 2021, by TEMPEL STEEL COMPANY, an Illinois corporation, having a mailing address at 5500 North Wolcott Avenue, Chicago, Illinois 60640-1020, and having a federal employer identification number of 20-2122127 and an organizational number of 63930636 ("**Debtor**"), in favor of TEMPEL HOLDINGS, INC., an Illinois corporation, as Lender under the Credit Agreement referred to below ("**Lender**").

This Agreement supplements the Subordinated Credit and Security Agreement, dated as of the date hereof (the "**Credit Agreement**"), among Debtor, the other Loan Parties party thereto and Lender. The Trademark Collateral described in this Agreement is also part of the Collateral described in the Credit Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Lender:

1. Defined Terms. All terms capitalized but not defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby pledges and grants to Lender for its benefit, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in and to Debtor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "**Trademark Collateral**"); provided, however, that Trademark Collateral shall not include Excluded Assets:

(a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, on behalf of itself, pursuant to the Credit Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision contained in the Credit Agreement is in direct conflict with, or inconsistent with, any provision in this Agreement, the provision contained in the Credit Agreement or the Intercreditor Agreement, as applicable, shall govern and control.

4. Miscellaneous. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtor of the Obligations and the termination of the Credit Agreement. This Agreement is an Other Document within the definition of "Other Documents" in the Credit Agreement.

5. Governing Law. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the laws of the State of Illinois applied to contracts to be performed wholly within the State of Illinois.

6. Termination. This Agreement shall terminate upon the termination of the Credit Agreement. Upon such termination, Lender shall, at Debtor's expense, execute and deliver to the Debtor, or its designee, an instrument in writing in recordable form releasing the lien and security interest hereby granted to Lender in the Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement as of the day and year first above written.

DEBTOR:

TEMPEL STEEL COMPANY

By: **Cliff Nastas**

Name: Cliff Nastas

Title: President & Chief Executive Officer

Agreed and Accepted

TEMPEL HOLDINGS, INC.,
as Lender

By: Chris Stephan
Name: Christopher Stephan
Its: President

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademarks of Debtor:

Registration No.	Registered Owner	Mark
2301948	Tempel Steel Company	BCL
0681024	Tempel Steel Company	TEMPCOR
0691149	Tempel Steel Company	TEMPEL
2105245	Tempel Steel Company	TEMPEL
3828283	Tempel Steel Company	HICOR