

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679224

<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>
SHAQ, Inc.		10/01/2021	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	110 N. Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5568438	SHAW STAINLESS & ALLOY	
<b>Registration Number:</b>	5568447	SHAW STAINLESS & ALLOY	
<b>Registration Number:</b>	5568449	SHAW STAINLESS	
<b>Registration Number:</b>	5583629	SHAW STAINLESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	shiers@mcguirewoods.com		
<b>Correspondent Name:</b>	Christel E. Harlacher		
<b>Address Line 1:</b>	800 E. Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher		
<b>SIGNATURE:</b>	/Christel E. Harlacher/		
<b>DATE SIGNED:</b>	10/06/2021		
<b>Total Attachments: 5</b>			
source=BABC Olympic Steel Intellectual Property Security Agreement#page1.tif			
source=BABC Olympic Steel Intellectual Property Security Agreement#page2.tif			
source=BABC Olympic Steel Intellectual Property Security Agreement#page3.tif			
source=BABC Olympic Steel Intellectual Property Security Agreement#page4.tif			

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.

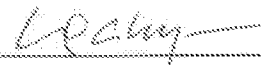
Section 4. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. 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