

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM696875

<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.		12/21/2021	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECLIPSE BUSINESS CAPITAL LLC		
<b>Street Address:</b>	123 N Wacker Suite 2400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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>	2314848	CMQ	
<b>Registration Number:</b>	1128438	HA	
<b>Registration Number:</b>	2053333	HA INDUSTRIES	
<b>Registration Number:</b>	5843723	HA INDUSTRIES	
<b>Registration Number:</b>	4332334	INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YO	
<b>Registration Number:</b>	3477543	OLIVER	
<b>Registration Number:</b>	3573220	OLIVER	
<b>Registration Number:</b>	3473178	OLIVER STEEL PLATE	
<b>Registration Number:</b>	3576860	OLIVER STEEL PLATE	
<b>Registration Number:</b>	1868639	PROCESSED WITH PRIDE	
<b>Registration Number:</b>	2482989	PROCUT	
<b>Registration Number:</b>	1655225	PURECUT 20	
<b>Registration Number:</b>	1658801	PURECUT 40	

OP \$715.00 1295685

Property Type	Number	Word Mark
Registration Number:	1932161	TELCUT
Registration Number:	1654717	TELCUT 40
Registration Number:	5216037	TIERNAY METALS
Registration Number:	1509629	Q
Registration Number:	1544169	SUPERCUT 150
Registration Number:	1494616	METALINK
Registration Number:	2248378	STRESSFREE
Registration Number:	2248387	STRESSFREE
Registration Number:	2130876	CASTLE ADVANCED MATERIALS SPG

**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.*

**Phone:** 2023704750  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Jennifer Tindie  
**Address Line 1:** 1025 Connecticut Ave., NW, Suite 712  
**Address Line 2:** COGENY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1555011
<b>NAME OF SUBMITTER:</b>	Janet S. Wamsley
<b>SIGNATURE:</b>	/Janet S. Wamsley/
<b>DATE SIGNED:</b>	12/22/2021

**Total Attachments: 6**  
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### **Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 21, 2021 (this "*Notice*"), made by A.M. CASTLE & CO., a Maryland corporation (the "*Pledgor*"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of December 21, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among Pledgor (a "*Borrower*" and together with any other Borrower party thereto from time to time, collectively, the "*Borrowers*"), A.M. Castle & Co. (Canada) Inc., a corporation existing under the laws of the province of British Columbia ("*Castle Canada*"), Castle Metals de Mexicali, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico ("*Castle Mexicali*"), Castle Metals de México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico ("*Castle Mexico*") and the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and ECLIPSE BUSINESS CAPITAL LLC, as agent (together with its successors and permitted assigns in such capacity, the "*Agent*") for the Lenders (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, collaterally assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under any and all of the trademarks, including those listed on Schedule I, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the "*Trademark Collateral*");

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Loan Agreement.* The security interest granted to the Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Recordation.* The Grantor authorizes the directors of the United States Patent and Trademark Office to record this Notice.

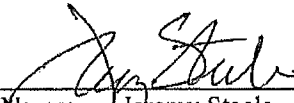
SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS NOTICE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

A.M. CASTLE & CO.

By:   
Name: Jeremy Steele  
Title: Senior Vice President,  
General Counsel & Secretary

ECLIPSE BUSINESS CAPITAL LLC,  
as Agent,

By:   
Name: Daniel Ross  
Title: Authorized Signatory

Schedule I  
to Notice of Grant of Security Interest in Trademarks

**Trademarks Owned by Grantor**

*U.S. Trademark Registrations*

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Castle in Circle Design	A. M. Castle & Co.	9/18/1984	Registered/Granted	1295685
Castle in Circle Design	A. M. Castle & Co.	9/18/1984	Registered/Granted	1297178
Castle in Circle Design	A. M. Castle & Co.	7/15/2008	Registered/Granted	3466370
CASTLE METALS	A. M. Castle & Co.	5/14/1985	Registered/Granted	1336048
CASTLE METALS	A. M. Castle & Co.	7/15/2008	Registered/Granted	3466369
CASTLE METALS & Design	A. M. Castle & Co.	4/29/1975	Registered/Granted	1009462
CMQ	A. M. Castle & Co.	2/1/2000	Registered/Granted	2314848
HA & Design	A. M. Castle & Co.	12/25/1979	Registered/Granted	1128438
HA INDUSTRIES & Design	A. M. Castle & Co.	4/15/1997	Registered/Granted	2053333
HA INDUSTRIES	A.M. Castle & Co.	08/27/2019	Registered/Granted	5843723
INNOVATIVE SUPPLY-CHAIN SOLUTIONS FOR YOUR SPECIALTY METALS NEEDS	A. M. Castle & Co.	5/7/2013	Registered/Granted	4332334
OLIVER	A. M. Castle & Co.	7/29/2008	Registered/Granted	3477543
OLIVER	A. M. Castle & Co.	2/10/2009	Registered/Granted	3573220
OLIVER STEEL PLATE & Design	A. M. Castle & Co.	7/22/2008	Registered/Granted	3473178
OLIVER STEEL PLATE & Design	A. M. Castle & Co.	2/17/2009	Registered/Granted	3576860

PROCESSED WITH PRIDE	A. M. Castle & Co.	12/20/1994	Registered/Granted	1868639
PROCUT	A. M. Castle & Co.	8/28/2001	Registered/Granted	2482989
PURECUT 20	A. M. Castle & Co.	9/3/1991	Registered/Granted	1655225
PURECUT 40	A. M. Castle & Co.	10/1/1991	Registered/Granted	1658801
TELCUT	A. M. Castle & Co.	10/31/1995	Registered/Granted	1932161
TELCUT 40	A. M. Castle & Co.	8/27/1991	Registered/Granted	1654717
TIERNAY METALS	A. M. Castle & Co.	6/6/2017	Registered/Granted	5216037
Q (& Castle Design)	A.M. Castle & Co.	8/26/1987	Registered/Granted	1509629
SUPERCUT 150 (& Design)	A. M. Castle & Co.	6/20/1989	Registered/Granted	1544169
METALINK	A. M. Castle & Co.	6/28/1988	Registered/Granted	1494616
STRESSFREE	A. M. Castle & Co.	5/25/1999	Registered/Granted	2248378
STRESSFREE (Stylized)	A. M. Castle & Co.	5/25/1999	Registered/Granted	2248387
CASTLE ADVANCED MATERIAL SPG	A. M. Castle & Co.	1/20/1998	Registered/Granted	2130876

*U.S. Trademark Applications*

None.