

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777841

<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>
Metal-Fab, Inc.		01/03/2023	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	110 N. Wacker Drive, IL4-110-08-03		
<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: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6754917	DYNAGUARD	
<b>Registration Number:</b>	6768705	D G	
<b>Registration Number:</b>	4979252	FORCE	
<b>Registration Number:</b>	4275870	DIAMONDBACK	
<b>Registration Number:</b>	2833016	SURELOCK	
<b>Registration Number:</b>	3800288	MISTMAX	
<b>Registration Number:</b>	3388419	ROTO-PULSE	
<b>Registration Number:</b>	2553617	CORR/GUARD	
<b>Registration Number:</b>	1059137	MF	
<b>Registration Number:</b>	1115144	METAL-FAB INC.	
<b>Registration Number:</b>	1115143	METAL-FAB	
<b>Registration Number:</b>	1502094	MICRO AIR	
<b>Registration Number:</b>	1328530	TEMP/GUARD	
<b>Serial Number:</b>	97589836	HYDROMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>Phone:</b>	617-523-2700		

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**Email:** susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 01/03/2023

**Total Attachments: 6**

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source=BABC\_Olympic Steel - Trademark Security Agreement (Executed)#page6.tif

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of January 3, 2023, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the other Secured Parties (as each such term is defined in the Loan Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Third Amended and Restated Loan and Security Agreement dated as of December 8, 2017 (as amended by that certain Joinder and Sixth Amendment to Third Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Borrowers (as defined below), the lenders party thereto and the Agent (the "Amendment") and as may be amended, amended and restated and modified from time to time, collectively, the "Loan Agreement") by and among OLYMPIC STEEL, INC., an Ohio corporation ("Olympic Steel"), OLYMPIC STEEL MINNEAPOLIS, INC., a Minnesota corporation ("Olympic Minneapolis"), OLYMPIC STEEL IOWA, INC., an Iowa corporation ("Olympic Iowa"), OLY STEEL NC, INC., a Delaware corporation ("Oly NC"), IS ACQUISITION, INC., an Ohio corporation ("IS Acquisition"), CHICAGO TUBE AND IRON COMPANY, a Delaware corporation ("Chicago Tube and Iron"), B METALS, INC., an Ohio corporation ("B Metals"), MCI, INC., an Ohio corporation ("MCI"), ACT ACQUISITION, INC., a Texas corporation ("ACT"), SHAQ, INC., a Georgia corporation ("SHAQ"), OS HOLDINGS, INC., an Ohio corporation ("OS Holdings") and METAL-FAB, INC., a Kansas corporation ("Metal-Fab"; and together with Olympic Steel, Olympic Minneapolis, Olympic Iowa, Oly NC, IS Acquisition, Chicago Tube and Iron, B Metals, MCI, ACT, SHAQ and OS Holdings, collectively, "Borrowers"), the Agent, the Issuing Bank (as defined therein) and the Lenders, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, the Grantor is a party to the Loan Agreement and have agreed to execute and deliver this Trademark Security Agreement pursuant thereto.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the Issuing Bank and the Agent to enter into the Amendment and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the

benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all Licenses providing for the grant by or to Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such trademarks; and
3. 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.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1501(c) or 15 U.S.C. § 1501(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and is not intended to increase the obligations of Grantor beyond the rights and obligations contained in the Loan Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the 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 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions as determined by Grantor in connection with their Trademarks and Licenses subject to a security interest hereunder.

Section 5. 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.

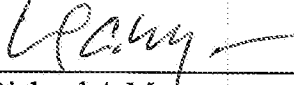
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Termination and Release of Liens. The security interests granted herein shall terminate in accordance with the terms of the Loan Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

Metal-Fab, Inc.,  
as Grantor

By:   
Name: Richard A Manson  
Title: Chief Financial Officer and  
Secretary

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

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
DYNAGUARD	Metal-Fab, Inc.	Registered	88897348	6754917	6/7/2022
HYDROMAX	Metal-Fab, Inc.	Pending	97589836	Pending	N/A
	Metal-Fab, Inc.	Registered	88897364	6768705	6/21/22
FORCE	Metal-Fab, Inc.	Registered	86560563	4979252	6/14/16
DIAMONDBACK	Metal-Fab, Inc.	Registered	85689132	4275870	1/15/13
SURELOCK	Metal-Fab, Inc.	Registered	78078908	2833016	4/13/04
MISTMAX	Metal-Fab, Inc.	Registered	77555004	3800288	6/08/10
ROTO-PULSE	Metal-Fab, Inc.	Registered	77218221	3388419	2/26/08
CORR/GUARD	Metal-Fab, Inc.	Registered	75888878	2553617	3/26/02
 MF	Metal-Fab, Inc.	Registered	73093951	1059137	2/15/77
	Metal-Fab, Inc.	Registered	73093953	1115144	3/20/79
METAL-FAB	Metal-Fab, Inc.	Registered	73093950	1115143	3/20/79
MICRO AIR	Metal-Fab, Inc.	Registered	73661082	1502094	8/30/88
TEMP/GUARD	Metal-Fab, Inc.	Registered	73481234	1328530	4/02/85

License

Listing Exchange Agreement, dated February 1, 2022, entered into by Metal-Fab, Inc.