

09-06-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



102996849

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Keystone Consolidated Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) August 31, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Capital Finance
Internal Corporation (Central), as Agent
Address: Suite 2200

Street Address: 150 S. Wacker Drive

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60606

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Illinois

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See continuation of Item 4 attached hereto

B. Trademark Registration No.(s)
See continuation of Item 4 attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: Linda.Kastner@lw.com

6. Total number of applications and registrations involved:

39

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 990.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Linda R. Kastner
Signature

September 1, 2005
Date

Linda R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 23

09/07/2005 DBYRNE

00000000 2722679

01 FC:8521
02 FC:8521
03 FC:8521

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003154 FRAME: 0848

CONTINUATION OF ITEM 4

U.S. Registered Trademarks

Registration Number
2722679
2950698
2878013
622004
555298
928544
951688
1756424
86714
1410118
297991
1938788
2005747
617363
1080778
122493
122496
717732
141481
196928
196927
196925
815695
58221
62025
62313
125561
196929
523557
198437
1197052
1270562
1285810
1321770
2320197
2320201
2327762
1332847
1327996

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of August 31, 2005 by Keystone Consolidated Industries, Inc., a Delaware corporation having an office at 5430 LBJ Freeway, Suite 1740, Dallas, TX 75240 ("Grantor"), in favor of Wachovia Capital Finance Corporation (Central), an Illinois corporation, having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606, individually and as agent (in such capacity, "Agent") for itself and the lenders (the "Lenders") from time to time party to the Loan Agreement as hereinafter defined.

WITNESSETH:

WHEREAS, Agent and the Lenders have entered or are about to enter into a Loan and Security Agreement with Keystone Consolidated Industries, Inc., Keystone Wire Products Inc., Engineered Wire Products, Inc. and F V Steel and Wire Company (each a "Borrower", collectively, "Borrowers") (as amended, restated or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), pursuant to which Agent and the Lenders may make loans and provide other financial accommodations to Borrowers and Borrowers will grant a security interest in substantially all of their assets to Agent for the benefit of the Lenders; and

WHEREAS, the Lenders have required, as a condition to the extension of credit to Borrowers under the Loan Agreement, that Grantor shall grant to Agent for its benefit and the ratable benefit of the Lenders a security interest in and to the Trademark Collateral (as defined herein).

AGREEMENT

NOW THEREFORE, in consideration of the premises and in order to induce the Lenders to extend credit under the Loan Agreement, Grantor hereby agrees with Agent as follows:

1. Creation of Security Interest. Grantor hereby grants to Agent for its benefit and the ratable benefit of the Lenders a security interest in all of Grantor's right, title and interest in and to the trademark collateral described in Section 2 herein (the "Trademark Collateral") in order to secure the payment of the Obligations and the obligations existing under this Agreement (collectively, the "Secured Obligations").

2. Trademark Collateral. The Trademark Collateral is:

(a) all of Grantor's trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are owned by Grantor and are now or hereafter filed with the United States Patent and Trademark Office, or, to the extent applicable, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof (except trademark applications filed on an intent to use basis pursuant to

Section 1(b) of the Lanham Act until a statement of use is filed and accepted by the United States Patent and Trademark Office), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and

(b) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

3. License.

(a) Grant of License. Upon the occurrence and during the continuance of an Event of Default, Grantor hereby grants to Agent for its benefit and for the ratable benefit of the Lenders a limited, non-exclusive, assignable right and license (i) under the Trademarks to use such Trademarks and (ii) under any license agreements held by Grantor with respect to trademarks owned by any person or entity other than Grantor to the extent permitted under such agreements, solely for the purpose of enabling Agent to sell any Inventory bearing any such Trademarks to the extent that such license is reasonably necessary to permit or to facilitate the collection, after an Event of Default, of any accounts receivable of Grantor or the disposition, after an Event of Default, of any Inventory (the "License"). The License shall be without royalty or any other payments or fees by Agent or the Lenders and the permitted use by Agent and the Lenders thereunder shall be limited only by those restrictions to which Grantor is subject under the Trademarks.

(b) Term of License. Subject to those restrictions to which Grantor is subject under the Trademark and by contract. The term of the License (the "License Term") shall continue until the Event of Default is cured or the disposition of all Inventory and any proceeds thereof in connection with the enforcement of Agent's and the Lenders' remedies under the Financing Agreements and application of the proceeds of such disposition to the satisfaction of the Secured Obligations.

4. Restrictions on Future Agreements. Until the Secured Obligations shall have been satisfied in full and the Loan Agreement and the other Financing Agreements shall have been terminated, Grantor will not, without Agent's prior written consent, which consent shall not be unreasonably withheld, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with Grantor's obligations under this Agreement and the other Financing Agreements to which Grantor is a party, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would materially, adversely affect the validity or enforceability of the rights transferred to Agent and the Lenders under this Agreement or (c) enter into any other contractual obligations which may restrict or inhibit Agent's rights to sell or otherwise dispose of the Trademark Collateral or any part thereof after the occurrence of an Event of Default.

5. New Trademarks. Subject to and upon the terms and conditions contained herein, Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the registered trademarks, tradenames and applications which are as of the date hereof owned by or are pending on behalf of Grantor in the United States or any state of the United States (as set forth on Schedule A). If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) (a) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or (b) obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or (ii) (a) become entitled to the benefit of any trademark application, trademark, tradename or trademark registration in the United States or any state, territory or possession thereof or (b) become entitled to the benefit of any trademark or tradenames used in the United States or any state, territory or possession thereof, the provisions of Section 1 shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof in accordance with the terms of the Loan Agreement. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks, trademark registrations, trademark applications and tradenames that are Trademarks, as applicable, under Section 2 or under this Section 5. Grantor agrees to give Agent prompt written notice of all subsequent exclusive Trademarks for registration in the United States Patent and Trademark Office and to execute amendments and provide new schedules as Agent shall request.

6. Additional Representations and Warranties. Grantor hereby represents, warrants, covenants and agrees that:

(a) It is and will continue to be the owner of all its right, title and interest in the Trademark Collateral, free from any lien in favor of any person or entity, including, without limitation, group rights and covenants by Grantor not to sue third parties.

(b) It has the full right and power to enter into this Agreement and to grant the security interest in the Trademark Collateral made hereby.

(c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Trademark Collateral.

(d) So long as any Secured Obligations remain outstanding or the Loan Agreement and the other Financing Agreements have not been terminated, it will not authorize, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Trademark Collateral.

(e) Grantor has no actual knowledge of any material infringement or unauthorized use presently being made of any of the Trademarks which would have a Material Adverse Effect on the fair market value of the Trademark Collateral or the benefits of this Agreement granted to Agent and the Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder and Grantor will continue to maintain reasonable monitoring and enforcement practices which fully and adequately protect the Trademark Collateral.

7. Royalties; Terms. Grantor hereby agrees that the permitted use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent or the Lenders to Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and (ii) the full payment of the Secured Obligations and the termination of the Loan Agreement and the other Financing Agreements.

8. Agent's Right to Maintain Quality. Grantor agrees that upon the occurrence and continuance of an Event of Default, Agent shall have the right to establish such additional product quality controls as Agent, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks. Unless otherwise permitted under the Loan Agreement. Grantor agrees (i) not to sell or assign its interest in, or to grant any license under, any Trademarks without the prior written consent of Agent, which consent shall not be unreasonably withheld; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; and (iii) to provide Agent, upon reasonable request, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

9. Duties of Grantor. Grantor shall take all reasonable and necessary actions which in its best business judgment are reasonable for the conduct of its business, including (i) prosecute diligently any material trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Secured Obligations shall have been paid in full and the Loan Agreement and the other Financing Agreements shall have been terminated, (ii) make application for registration on material trademarks, as appropriate, (iii) preserve and maintain all rights in material trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks; (iv) not knowingly abandon any right to file a trademark application nor any pending trademark application if the value thereof could reasonably be expected to justify the cost of obtaining such trademark, and (v) not knowingly do any act or knowingly omit to do any act, whereby any material Trademark may become abandoned. Any expenses incurred in connection with the applications referred to in this Section 9 shall be borne by Grantor. Grantor shall keep Agent advised on a current basis of any such applications or proceedings.

If Grantor fails to comply with any of the foregoing duties, Agent may so comply in Grantor's name to the extent permitted by law, but at Grantor's expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including the reasonable fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by Agent in protecting, defending and maintaining the Trademark Collateral.

In the event that Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien, prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor and all moneys so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at a rate equal to the highest interest rate permitted by Section 3.1 of the Loan Agreement.

Subject to Grantor's best business judgment, Grantor shall take all action necessary to preserve and maintain the validity, perfection and first priority of Agent's security interest granted herein in the Trademark Collateral.

10. Grantor's Right to Sue; Agent's Right to Sue. (a) Grantor shall have the right to bring suit in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Trademarks and any licenses thereunder. Grantor shall indemnify and shall, upon demand, promptly reimburse Agent for all damages, costs and expenses, including attorneys' and paralegal fees and expenses, incurred by Agent pursuant to this Section 10(a).

(b) Upon the occurrence and continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall indemnify and shall, upon demand, promptly reimburse Agent for all damages, costs and expenses, including attorneys' and paralegal fees and expenses, incurred by Agent in the exercise of its rights under this Section 10(b).

11. Waivers. No course of dealing between Grantor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any other Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark is thereby preserved and Grantor shall make suitable other valid arrangements to provide Agent and the Lenders with equivalent protections to that intended hereby.

13. Amendments and Waivers. Except as set forth in Section 5 hereof, neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

14. Remedies. If any Event of Default shall have occurred and be continuing, Agent shall be entitled to exercise its rights in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein, in the Loan Agreement or the other Financing Agreements or otherwise available to Agent, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Illinois (the “UCC”) whether or not the UCC applies to the affected Trademark Collateral, and also may (i) require Grantor, and Grantor hereby agrees that it will upon the request of Agent, forthwith, (A) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Trademark Collateral, and (B) take such other action as Agent may request to effectuate the outright assignment of such Trademark Collateral or to exercise, register or further perfect and protect their rights and remedies with respect to such assigned Trademark Collateral, and (ii) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of Agent’s offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as are commercially reasonable. Grantor agrees that at least five (5) days’ prior notice to Grantor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of the Trademark Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Agent or any Lender may purchase all or any part of the Trademark Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Secured Obligations. The proceeds realized from the sale of any of the Trademark Collateral shall be, applied first to the reasonable costs, expenses and attorneys and paralegal fees and expenses incurred by Agent for collection and for acquisition, protection, and sale of the Trademark Collateral; second to interest due upon any of the Secured Obligations; and third to the principal of the Secured Obligations. If any deficiency shall arise, Grantor shall remain liable to Agent and the Lenders therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Agent’s security interest in the Trademark Collateral until the Secured Obligations are fully paid. Grantor agrees that Agent and the Lenders have no obligation to preserve rights to the Trademark Collateral against any other parties.

15. Cumulative Remedies; Power of Attorney; Effect on the Other Agreements. All of Agent’s rights and remedies with respect to the Trademark Collateral, whether established hereby, by the other Financing Agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor’s true and lawful attorney-in-fact, with power, from and after the occurrence of an Event of Default to (a) endorse Grantor’s name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademark Collateral including, without limitation, if Grantor fails to execute and deliver within three (3) business days of Agent’s request therefor the assignment substantially in the form of Exhibit A hereto, (b) take any other actions with respect to the Trademark Collateral as Agent deems in the best interest of Agent, (c) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue

hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Secured Obligations shall have been paid in full and the Loan Agreement and the other Financing Agreements have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement and the other Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies.

16. Notice. All notices, requests and demands hereunder shall be in writing and (a) made to Agent and to Grantor at their respective addresses set forth in Section 13.3 of the Loan Agreement or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing.

17. Continuing Security Interest; Transfer of Obligations. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Secured Obligations and termination of the Loan Agreement and the other Financing Agreements, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Agent and the Lenders hereunder, to the benefit of Agent and the Lenders, and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii) and subject to the provisions of the Loan Agreement Agent and/or any Lender may, assign or otherwise transfer any of the Secured Obligations and/or the "Obligations" as defined in the Loan Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to Agent and/or such Lender herein or otherwise.

18. Authority of Agent. Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to Agent by the terms hereof, together with such powers as are reasonably incident thereto. Agent may perform any of its duties hereunder or in connection with the Trademark Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Grantor agrees to indemnify and hold harmless Agent and the Lenders and any other person acting on behalf of Agent or the Lenders from and against any and all costs, expenses, including reasonable fees and expenses of attorneys and paralegals (including charges of inside counsel), claims or liability incurred by Agent or any Lender or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of Agent, the Lenders or such person.

19. Waiver. To the fullest extent it may lawfully so agree, Grantor agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the enforcement hereof or the absolute sale of any part of the Trademark Collateral. Grantor for itself and all who claim through it, so far as it or they now or

hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Trademark Collateral marshalled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Trademark Collateral as an entirety. Without limiting the generality of the foregoing, Grantor hereby: (i) authorizes Agent in its sole discretion and without notice to or demand upon Grantor and without otherwise affecting the obligations of Grantor hereunder from time to time to take and hold other collateral (in addition to the Trademark Collateral) for payment of the Secured Obligations, or any part thereof, and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any endorsement or guarantee of payment of the Secured Obligations, or any part thereof and to release or substitute any endorser or guarantor or any other person or entity granting security for or in any other way obligated upon any Secured Obligations or any part thereof, and (ii) waives and releases any and all right to require Agent to collect any of the Secured Obligations from any specific item or items of the Trademark Collateral or from any other party liable as guarantor or in any other manner in respect of any of the Secured Obligations or from any collateral (other than the Trademark Collateral) for any of the Secured Obligations.

20. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the UCC, except where the context otherwise requires.

21. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Agent or any Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Grantor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

22. Final Expression. This Agreement, together with the other Financing Agreements to which Grantor is a party, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

23. Survival of Provisions. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by Grantor of the Secured Obligations and termination of the Loan Agreement and the other Financing Agreements.

24. Termination of Agreement. This Agreement shall terminate upon full and final payment and performance of all the Secured Obligations (other than contingent indemnification obligations not asserted) and termination of the Loan Agreement and the other Financing Agreements. At such time, Agent shall, at the request of Grantor, promptly execute and deliver to Grantor a written release of Agent's security interest in the Trademark Collateral in a form suitable for recordation and, if necessary, deliver all deeds, assignments or other instruments

reasonably requested by Grantor as may be necessary or proper to re-vest in Grantor full title to the Trademarks, subject to any dispositions of the Trademark Collateral which may have been made by Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Agent, except as to the absence of any prior assignments by Agent of its interest in the Trademark Collateral, and shall be at the expense of Grantor.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

26. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW).

(b) GRANTOR AND AGENT IRREVOCABLY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE ILLINOIS STATE COURTS LOCATED IN COOK COUNTY, ILLINOIS AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND AGREE THAT ANY DISPUTE WITH RESPECT TO ANY SUCH MATTERS MAY BE HEARD IN THE COURTS DESCRIBED ABOVE (EXCEPT THAT AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE TRADEMARK COLLATERAL OR TO OTHERWISE ENFORCE ITS RIGHTS AGAINST GRANTOR OR ITS PROPERTY).

(c) GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO ITS ADDRESS SET FORTH IN SECTION 13.3 OF THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED TEN (10) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE CANADIAN OR US MAILS, OR, AT AGENT'S OPTION, BY SERVICE UPON GRANTOR IN ANY OTHER MANNER PROVIDED UNDER THE RULES OF ANY SUCH COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH SERVICE, GRANTOR SHALL APPEAR IN ANSWER TO SUCH PROCESS, FAILING WHICH GRANTOR SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY

BE ENTERED BY AGENT OR ANY LENDER AGAINST GRANTOR FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED.

(d) GRANTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) AGENT AND THE LENDERS SHALL NOT HAVE ANY LIABILITY TO GRANTOR (WHETHER IN TORT, CONTRACT, EQUITY OR OTHERWISE) FOR LOSSES SUFFERED BY GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION HERewith, UNLESS IT IS DETERMINED BY A FINAL NON-APPEALABLE JUDGMENT OR COURT ORDER BINDING ON AGENT AND THE LENDERS THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS BY AGENT AND THE LENDERS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN ANY SUCH LITIGATION, AGENT AND THE LENDERS SHALL BE ENTITLED TO THE BENEFIT OF THE REBUTTABLE PRESUMPTION THAT THEY ACTED IN GOOD FAITH AND WITH THE EXERCISE OF ORDINARY CARE IN THEIR PERFORMANCE OF THE TERMS OF THIS AGREEMENT.

(f) EXCEPT FOR RIGHTS OF NOTICE WHICH ARE EXPRESSLY PROVIDED FOR HEREIN, GRANTOR HEREBY EXPRESSLY WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE OF RIGHTS BY AGENT FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE TRADEMARK COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE TRADEMARK COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS. GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF AGENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE TRADEMARK COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF AGENT, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER FINANCING AGREEMENT BETWEEN GRANTOR AND AGENT OR ANY OF THE LENDERS.

27. Conflict. To the extent any conflict exists between any provisions of this Agreement and any provisions of the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Next page is signature page]

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Agreement as of the day and year first above written.

KEYSTONE CONSOLIDATED INDUSTRIES,
INC.

By: Bert E. Downing
Name: Bert E. Downing
Title: VP

By acceptance hereof as of the day and year first written above, Agent on behalf of itself and the Lenders agrees to be bound by the provisions hereof.

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

S-1

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Agreement as of the day and year first above written.

KEYSTONE CONSOLIDATED INDUSTRIES,
INC.

By: _____

Name: _____

Title: _____

By acceptance hereof as of the day and year first written above, Agent on behalf of itself and the Lenders agrees to be bound by the provisions hereof.

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: Anthony Vizcra

Name: Anthony Vizcra

Title: VP

[Signature Page to Trademark Security Agreement]

S-1

TRADEMARK
REEL: 003154 FRAME: 0862

SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

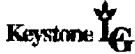

Dated as of August 31, 2005

Trademarks Owned By Keystone Consolidated Industries, Inc.

A. Foreign Registered Trademarks (Non-U.S.)

<u>Trademark</u>	<u>Trademark Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
CROSS LOCK	Canada	615859	07/28/2004	07/28/2019
DEFENDER	Canada	461772	08/23/1996	08/23/2011
GALVANNEALED (stylized)	Canada	15434749	12/29/1923	12/29/2018
KEYSTONE	Canada	621139	09/30/2004	09/30/2019
KEYTWIST	Canada	458509	05/31/1996	05/31/2011
MONARCH	Canada	461612	08/23/1996	08/23/2011
RED BRAND	Canada	457387	05/17/1996	05/17/2011
RED BRAND design	Canada	36654	11/13/1924	11/13/2019
RED COLORED BARD	Canada	484963	10/29/1997	10/29/2012
RED STRAND IN WIRE	Canada	484966	10/29/1997	10/29/2012
RED TOPPED FENCE POST	Canada	178166	09/03/1971	09/03/2016
RUTHLESS	Canada	462747	08/30/1996	08/30/2011
SQUARE DEAL	Canada	458510	05/31/1996	05/31/2011
DEFENDER	Mexico	487524	04/18/1995	01/23/2015
KEYTWIST	Mexico	521341	04/26/1996	03/19/2006
MONARCH	Mexico	521342	04/26/1996	03/19/2006
RED BRAND	Mexico	487523	04/18/1995	01/23/2015
RUTHLESS	Mexico	489295	04/26/1995	01/23/2015
SQUARE DEAL	Mexico	521343	04/26/1996	03/19/2006




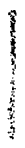
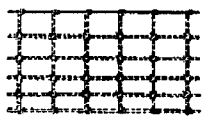
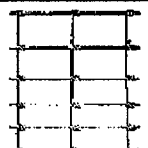
B. U.S. Registered Trademarks

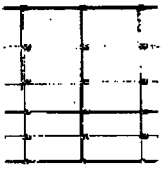

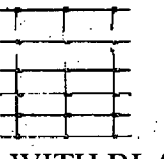
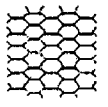

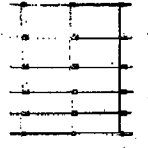
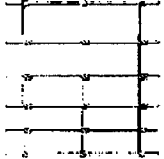
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
	2722679	6/3/2003	6/3/2009
	2950698	5/10/2005	5/10/2011

Schedule A-1

CH\784825.4

TRADEMARK
REEL: 003154 FRAME: 0863

RED COLORED BARBS ATTACHED TO WHITE AND BLUE COLORED WIRES			
CROSS LOCK	2878013	8/24/2004	8/24/2010
 RED COLORED BARBED WIRE	622004	2/28/1956	2/28/2016
"RED BRAND"	555298	2/26/1952	2/26/2012
KEYMESH	928544	2/8/1972	2/8/2012
 951688	951688	1/30/1973	1/30/2013
 1756424	1756424	3/9/1993	3/9/2013
Square Deal	86714	5/28/1912	5/28/2012
THE MOST RESPECTED NAME IN FARM FENCE	1410118	9/23/1986	9/23/2006
 TWISTED WIRE FENCE STAYS WITH RED TOP	297991	10/11/1932	10/11/2012
RED BRAND	1938788	11/28/1995	11/28/2015
 RED STRAND IN WIRE	2005747	10/8/1996	10/8/2006
KEYLINE	617363	12/13/1955	12/13/2015
SAVAGE	1080778	1/3/1978	1/3/2008
DEFENDER	122493	8/20/1918	8/20/2008
"RUTHLESS"	122496	8/20/1918	8/20/2008
KEYDECK	717732	7/4/1961	7/4/2011
 FENCE WITH RED TOP PORTION	141481	4/26/1921	4/26/2011

	196928	3/31/1925	3/31/2015
DRAWING OF WIRE FENCE (ORANGE)			
	196927	3/31/1925	3/31/2015
FENCE WITH YELLOW UPPER PORTIO			
	196925	3/31/1925	3/31/2015
FENCE WITH BLACK UPPER PORTION			
	815695	9/27/1966	9/27/2006
MESH DESIGN			
SQUARE DEAL	58221	12/11/1906	12/11/2006
KEYSTONE	62025	4/16/1907	4/16/2007
MONARCH	62313	4/30/1907	4/30/2007
	125561	5/27/1919	5/27/2009
RED TOP FENCE POST			
	196929	3/31/1925	3/31/2015
FENCE WITH BLUE BAND			
<i>Keymesh</i>	523557	4/4/1950	4/4/2010
	198437	5/19/1925	5/19/2015
FENCE WITH WHITE UPPER PORTION			
THE MOST RESPECTED NAME IN FARM	1197052	6/1/1982	6/1/2012

FENCE			
TEX-BALE	1270562	3/20/1984	3/20/2014
RED BRAND	1285810	7/17/1984	7/17/2014
KING RANCH	1321770	2/26/1985	2/26/2015
WHITEHOT	2320197	2/22/2000	2/22/2006
REDHOT	2320201	2/22/2000	2/22/2006
HOT	2327762	3/14/2000	3/14/2006
HI-BOND VCC	1332847	4/30/1985	4/30/2005 Renewal fees not paid per client's decision to abandon; Grace period for renewal ends 10/30/05
HI-BOND	1327996	4/02/1985	4/02/2005 Renewal fees not paid per client's decision to abandon; Grace period for renewal ends 10/02/05

C. Foreign Pending Trademarks (Non-U.S.)

<u>Trademark Application</u>	<u>Trademark Country</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
KEEPSAFE	Australia	1057543	05/27/2005
NON-CLIMB	Australia	1057540	05/27/2005
RED BRAND	Australia	1057541	05/27/2005
SQUARE DEAL	Australia	1058699	06/03/2005
CROSS LOCK	European Community	4265138	03/01/2005
DEFENDER	European Community	4265252	03/01/2005
KEEPSAFE	European Community	4264545	03/01/2005
MONARCH	European Community	4264701	03/01/2005
RED BRAND	European Community	4264537	03/01/2005
RUTHLESS	European Community	4265311	03/01/2005
SQUARE DEAL	European Community	4264677	03/01/2005
YARD GARDEN & KENNEL	European Community	4264917	03/01/2005
KEEPSAFE	Japan	2005-055853	06/21/2005
RED BRAND	Japan	2005-055852	06/21/2005
SQUARE DEAL	Japan	2005-055854	06/21/2005
RED COLORED BARB	Mexico	222325	1/23/1995
RED STRAND IN WIRE	Mexico	222324	1/23/1995
KEEPSAFE	New Zealand	730327	05/27/2005
RED BRAND	New Zealand	730326	05/27/2005
SQUARE DEAL	New Zealand	730329	05/27/2005

EXHIBIT A

FORM OF ASSIGNMENT

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of _____ by and between Keystone Consolidated Industries, Inc., a Delaware corporation having an office at 5430 LBJ Freeway, Suite 1740, Dallas, TX 75240 ("Assignor"), in favor of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606 as Agent for the Lenders ("Assignee").

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Trademark Security Agreement dated as of August _____, 2005 made by Assignor to Assignee (the "Agreement") providing that under certain conditions specified therein Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee for Assignee's benefit and for the ratable benefit of the Lenders its entire right, title and interest in and to (a) the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule I attached hereto and made a part hereof (except trademark applications filed on an intent to use basis pursuant to Section 1(b) of the Lanham Act until a statement of use is filed and accepted by the United States Patent and Trademark Office), and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), and (b) the goodwill of Assignor's business connected with and symbolized by the Trademarks. The Trademarks and such goodwill are collectively referred to herein as the "Trademark Collateral".

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to make the assignment of the Trademark Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Trademark Collateral, except as set forth in the Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

Ex. A-1

4. Binding Effect; Governing Law. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Trademark Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) and decisions laws of the State of Illinois.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

_____,
a _____ corporation

By: _____
Name: _____
Title: _____

Ex. A-2

SCHEDULE I

<u>Trademarks</u>	Trademark Registraton Number or Applicaton <u>Serial Number</u>	Registration or <u>Filing Date</u>
-------------------	---	---------------------------------------

Schedule I-1

CHV784825.4

RECORDED: 09/06/2005

TRADEMARK
REEL: 003154 FRAME: 0870