OP \$90.00 331199

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keystone Consolidated Industries, Inc.		08/17/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	150 S. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3311991	STANDING GUARD SINCE 1889.
Registration Number:	3355631	KEYSTONE
Registration Number:	3487353	MONARCH

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Linda Kastner

Signature:

//k/

TRADEMARK

900169726 REEL: 004263 FRAME: 0125

Date:	08/18/2010
Total Attachments: 4 source=Assignment of Trademarks#page1.t source=Assignment of Trademarks#page2.t source=Assignment of Trademarks#page3.t source=Assignment of Trademarks#page4.t	if if

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("<u>Assignment</u>") is made as of August 17, 2010 by and between Keystone Consolidated Industries, Inc., a Delaware corporation having an office at 5430 LBJ Freeway, Suite 1740, Dallas, TX 75240 ("<u>Assignor</u>"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, as Agent (as successor to Wachovia Capital Finance Corporation (Central), as Agent), having an office at 150 South Wacker Drive, Chicago, Illinois 60606 as Agent for the Lenders ("<u>Assignee</u>").

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Trademark Security Agreement dated as of August 31, 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:

- 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. <u>Representations and Warranties</u>. 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. <u>Modification</u>. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.
- 4. <u>Binding Effect; Governing Law.</u> 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.			

CH\1183460.1

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

> KEYSTONE CONSOLIDATED INDUSTRIES, INC., a Delaware corporation

By: Bert E. Downste St.

Title: Up. CFD

[Signature Page to Assignment of Trademarks]

CH\1183460.1

SCHEDULE I

<u>Trademarks</u>	Trademark Registratio	n Registration Dates
	<u>Numbers</u>	
Standing Guard Since 1889	3311991	10/16/2007
Keystone	3355631	12/18/2007
Monarch	3487353	8/19/2008

Schedule I-1

CH\1183460.1

RECORDED: 08/18/2010