



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28)

10-04-2010

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

10/4/10



103608233

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):
Kulkoni, Inc., a Texas corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.
Internal
Address: 700 Louisiana, 7th Floor
Street Address: _____
City: Houston
State: Texas
Country: USA Zip: 77002

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 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)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) September 30, 2010

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
78/781029; 78/759058; 78/759084; 78/700923; 78/698934

B. Trademark Registration No.(s)
2685290; 2362310; 2362309; 2699020; 2011393; 1552475

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Applications: Yellow U-Bolt Design; KK (stylized letters); KK (stylized letters); K1; K1
Trademark: American Wire Rope & Design; Kulkoni, Inc.; Kulkoni & Crown Design; Red & Yellow Strand (design only); Yellow Shackle Pin (design only); Blue & Yellow Wire Rope (design only)

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Porter & Hedges, LLP c/o Andrew Fertitta
Internal Address: 36th Floor
Street Address: 1000 Main Street
City: Houston
State: TX Zip: 77002
Phone Number: (713) 226-6000
Fax Number: (713) 226-1331
Email Address: nkaminsky@porterhedges.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number: _____
Authorized User Name: _____
Check Return Total: \$150.00

9. Signature: Neal M. Kaminsky September 30, 2010
Signature Date

Neal M. Kaminsky
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "*Agreement*") made as of this 30th day of September, 2010, by Kulkoni, Inc., a Texas corporation ("*Grantor*"), in favor of Bank of America, N.A., a national banking association ("*Grantee*").

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "*Credit Agreement*") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of a Security Agreement (herein, the "*Security Agreement*") executed in connection with the Credit Agreement and other Security Documents Grantor granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below) and all products and proceeds thereof, to secure the payment of all amounts and Obligations owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement, the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as the case may be.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter created, acquired or arising:

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on *Schedule A* attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, 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 under this subsection (b) hereinafter collectively referred to as the "*Trademarks*");

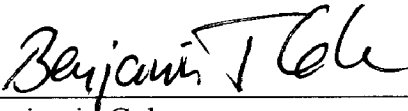
(b) the goodwill of Grantor's business connected with and symbolized by the Trademarks;
and

(c) license agreements, with any other party, whether Grantor is licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses.

3. Amendment and Restatement. This Agreement is an amendment and restatement of (but not a novation of or an accord and satisfaction of) that certain Trademark Security Agreement dated as of October 11, 2006 by Grantor in favor of Merrill Lynch Business Financial Services, Inc. (an affiliate of Lender), as such Trademark Security Agreement may have been amended, supplemented or modified prior to the date hereof.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KULKONI, INC.,
a Texas corporation

By: 
Benjamin Cole
Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., a
national banking association

By: 
Geri Land
Vice President

SCHEDULE A

KULKONI INC.
REGISTERED TRADEMARKS/APPLICATIONS

U.S. Patent and Trademark Office

1. Registrations.

<u>Trademark</u>	<u>Registration Number</u>
American Wire Rope & Design	2685290
Kulkoni, Inc.	2362310
Kulkoni & Crown Design	2362309
Red & Yellow Strand (design only)	2699020
Yellow Shackle Pin (design only)	2011393
Blue & Yellow Wire Rope (design only)	1552475

2. Applications.

<u>Trademark</u>	<u>Application Number</u>
Yellow U-Bolt Design	78/781029
KK (stylized letters)	78/759058
KK (stylized letters)	78/759084
K1	78/700923
K1	78/698934