

## 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
United States Pipe and Foundry Company, LLC		04/02/2012	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	150 S. Wacker Dr., Ste. 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85642098	NXT	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7267		
Email:	jaclyn.pallagi@goldbergkohn.com		
Correspondent Name:	Jaclyn Pallagi, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.303		
NAME OF SUBMITTER:	Jaclyn Pallagi		
Signature:	/jaclyn pallagi/		

OP \$40.00 85642098

Date:

07/03/2013

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of April, 2012, by and among UNITED STATES PIPE AND FOUNDRY COMPANY, LLC, an Alabama limited liability company ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 2, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among USP Holdings Inc., a Delaware corporation ("Parent"), United States Pipe and Foundry Company, LLC, an Alabama limited liability company ("US Pipe") and Fast Fabricators, LLC, a Delaware limited liability company ("Fast Fabricators"), as borrowers (each a "Borrower" and collectively, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, WFCF, as lead arranger, and WFCF, as sole book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 2, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor or any other Grantor as defined in the Guaranty and Security Agreement.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in the manner required by the Guaranty and Security Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall

in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**UNITED STATES PIPE AND FOUNDRY  
COMPANY, LLC, an Alabama limited liability  
company**

By:   
Name: Bradley Overstreet  
Title: Vice President, Treasurer & Secretary

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**


**UNITED STATES PIPE AND FOUNDRY  
COMPANY, LLC, an Alabama limited liability  
company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company**

By:  \_\_\_\_\_  
Name: Katherine Anderson  
Title: Director

**U.S. Pipe - TM Applications and Registrations**

Ritwin Flange	Fast Fabricators, LLC has used this trademark.
Vico Corp	Fast Fabricators, LLC has used this trademark.
Water Works	
Manufacturing	Fast Fabricators, LLC has used this trademark.

Design mark (2 white, circumferential stripes)	United States	72/106959	20-Oct-90	0735180	7/8/1982	6
FAST FABRICATORS	United States	69/08834	20-Jul-10	3947208	4/19/2011	2, 6
FAST FABRICATORS (stylized)	United States	69/08830	20-Jul-10	3923143	2/22/2011	2, 6
FIELD LOK	United States	73/639851	26-Oct-94	1389039	9/30/1985	17
FIELD LOK 360	United States	74/698217	14-Nov-94	2211348	12/18/1998	17
FLANGE-TYTE	United States	72/079310	21-Dec-70	928984	1/11/1972	17
FULL FACE FLANGE-TYTE	United States	78/808222	16-Jun-06	3945051	6/23/2008	017
HP LOK	United States	78/772436	13-Dec-05	3413010	4/15/2008	06
MJ FIELD LOK	United States	76/321837	05-Oct-01	2813594	2/10/2004	17
MJ FIELD LOK	United States	78/401824	14-Apr-04	3112733	7/4/2008	6
MJ FIELD LOK & Design	United States	78/418368	11-May-04	3081160	2/21/2008	17
MJ FIELD LOK & Design	United States	78/418368	11-May-04	3081161	2/21/2008	6
PERMAFUSE	United States	73/657937	12-Sep-95	1414830	10/28/1986	1
POLYTHANE	United States	74/133086	24-Jan-91	1724882	10/20/1992	006
RING FLANGE-TYTE	United States	78/809226	16-Jun-06	3,785,828	3/23/2010	017
SG-14	United States	86/177454	16-Nov-10	3981436	6/21/2011	2
TR FLEX	United States	73/403989	18-Nov-82	1289894	2/14/1984	08
TR FLEX	United States	76/06401	02-Oct-95	2021837	12/10/1998	017
TR FLEX GRIPPER	United States	73/734852	17-Jun-88	1547982	7/18/1988	006
TR TELE FLEX	United States	77/801,734	28-Dec-09			08
TRIM TYTE	United States	73/402988	18-Oct-82	1286141	2/7/1984	006
TRIM TYLON	United States	73/610031	21-Nov-84	1340059	6/11/1985	006



**U.S. Pipe - TM Applications and Registrations**

TYTON	United States	72033303	05-Jul-57	661820	5/20/1956	017
TYTON	United States	72070783	02-Apr-59	689360	1/28/1959	06
TYTON	United States	72103375	24-Aug-50	715963	5/30/1961	06
TYTON	United States	73016681	25-Mar-74	1000063	12/24/1974	06
TYTON	United States	73024878	21-Jun-74	1004189	2/11/1975	06
TYTON JOINT	United States	72017643	19-Oct-56	646725	6/11/1957	06
TYTON JOINT	United States	72032708	26-Jun-57	661632	6/13/1958	04
U.S. PIPE	United States	73653586	28-Nov-88	1478262	3/1/1993	06
USIFLEX	United States	72076689	12-Jun-59	699636	4/26/1960	06
USIFLEX	United States	72163086	18-Feb-63	767356	6/24/1963	17
USF Design	United States	73200042	16-Jun-79	1152987	6/3/1981	06
USP stylized	United States	72009309	29-May-56	641266	2/12/1957	06
VITCO	United States	66106072	12-Aug-10			6
XTRA FLEX	United States	74116715	18-Nov-80	1662197	10/29/1991	06
HP LOK	United Kingdom	909074	12-Jun-06	909074	6/12/2006	06
TYTON	United Kingdom		13-Aug-88			06
HP LOK	United Arab Emirates	61706	11-Jun-05	90989	7/23/2008	06
TYTON	United Arab Emirates		10-Apr-88	16704		06
HP LOK	Ukraine	909074	12-Jun-06	909074	6/12/2006	06
HP LOK	Turkmenistan	909074	12-Jun-06	909074	6/12/2006	06
HP LOK	Turkey	909074	12-Jun-06	909074	6/12/2006	06
TYTON	Turkey	96016939	30-Nov-98	203443	11/20/1998	06
HP LOK	Turkbia	EE08.1523	12-Jun-08	EE08.1523	12/4/2007	06
HP LOK	Taiwan	085030251	12-Jun-08	01285097	11/1/2007	06
TYTON	Taiwan			8395	6/1/1989	16
TYTON	Taiwan	89057721	11-Nov-87	849638	6/1/1999	6
TYTON	Switzerland	043651878	13-Sep-78	22260161	10/31/1978	6, 17
HP LOK	Sweden	809074	12-Jun-06	909074	6/12/2006	06
HP LOK	Spain	909074	12-Jun-08	909074	6/12/2006	06

**U.S. Pipe - TM Applications and Registrations**

HP LOK	South Korea	909074	12-Jun-08	909074	6/12/2006	08
TYTON	South Korea	9782122	08-Nov-87	431153	11/28/1998	38
TYTON	South Korea	40-1987-0032122	08-Nov-87	4004311530000	11/28/1998	17
HP LOK	South Africa	2008/12798	08-Jun-06	2008/12798	12/13/2005	06
TYTON	South Africa		17-Oct-88	332898		08
TYTON	South Africa		17-Oct-88	332898	10/17/1998	17
HP LOK	Slovenia	909074	12-Jun-08	909074	6/12/2006	08
HP LOK	Slovak Republic	909074	12-Jun-08	909074	6/12/2006	06
TYTON	Slovak Republic	35978	07-Feb-96	168790	6/27/1998	08
HP LOK	Saudi Arabia	108888	11-Jun-05	111489	12/16/2009	6
TYTON	Saudi Arabia			4812	4/28/1972	08
HP LOK	Russian Federation	909074	12-Jun-05	909074	6/20/2008	08
TYTON	Russian Federation		14-Feb-96	31826		06, 07, 16
TYTON	Romania	004374	08-Jun-91	002804	1/29/1995	06, 17, 19
HP LOK	Qatar	40084	11-Jun-05	40084	2/12/2009	08
TYTON	Qatar		07-Aug-82	2990	10/29/1991	08
HP LOK	Portugal	909074	12-Jun-05	909074	6/12/2008	06
TYTON	Portugal	328984	28-Aug-97	328984	7/16/1998	17
TYTON JOINT	Portugal	328985	28-Aug-97	328985	7/16/1998	06
HP LOK	Poland	909074	12-Jun-06	909074	6/12/2008	08
TYTON	Peru	163850-1989OSD	29-Dec-89	P10086493	8/30/1990	17
TYTON	Paraguay			216901	2/4/1989	08
TYTON	Paraguay			209324		17
TYTON	Pakistan			28949	10/22/1988	08
HP LOK	Oman	40398	11-Jun-08	40398	1/23/2007	08
TYTON	Oman		24-Jan-80	4178	1/19/1987	08
TYTON	Oman			21480		17
HP LOK	Norway	909074	12-Jun-08	909074	6/12/2008	08
TYTON	New Zealand	99622	12-Jul-90	99622	3/12/1992	08

U.S. Pipe - TM Applications and Registrations

TYTON	New Zealand	89823	12-Jul-00	89823	8/7/1981	17
TYTON LOK	New Zealand	228594	16-Jul-03	228594	11/13/1997	06
TYTON LOK	New Zealand	228596	7/15/03	228596	11/13/1997	17
HP LOK	Morocco	909074	12-Jun-08	909074	6/12/2008	08
TYTON	Morocco			87241	8/22/1988	08
HP LOK	Mexico	787983	12-Jun-06	1008410	10/28/2007	08
TYTON	Mexico	105805	28-Jun-91	428408	12/28/1992	17
TYTON	Mexico	8775	28-Apr-88	354861	11/7/1988	08
TYTON	Malaysia	2008-01285		2008-01285	1/28/2008	17
TYTON	Malaysia	8408825	03-Aug-94	8408825	8/3/1994	06
HP LOK	Malaysia	909074	12-Jun-06	909074	6/12/2008	08
HP LOK	Malaysia	909074	12-Jun-06	909074	6/12/2008	08
HP LOK	Malaysia	909074	12-Jun-06	909074	6/12/2008	08
TYTON	Lebanon			80284	2/19/1972	06, 17
TYTON	Lebanon	200801285	25-Jun-08	909074	6/12/2008	06
HP LOK	Lebanon	809074	12-Jun-08	909074	6/12/2008	06
HP LOK	Kuwait	78093	28-Jun-08	89146	8/28/2008	06
TYTON	Kuwait	6896	23-Nov-72	5895	11/23/1972	
HP LOK	Jordan	89248	11-Jun-08	86246	12/13/2005	06
HP LOK	Japan	909074	12-Jun-08	909074	6/12/2008	06
TYTON	Japan	2001087885	31-Oct-01	4864738	4/18/2003	06
TYTON in Kalikarna	Japan	58113187	12-Dec-88	2276461	10/31/1990	06
HP LOK	Italy	909074	12-Jun-06	909074	6/12/2008	06
TYTON	Italy	M12009C008855	16-Sep-08			
HP LOK	Ireland	909074	12-Jun-08	909074	6/12/2008	06
TYTON	Ireland			101280	3/29/1977	06
HP LOK	Iraq	49580	11-Jun-06			06
HP LOK	India	1458879	12-Jun-08			06
TYTON	India	273801	28-Jul-71	273801	7/28/1971	08
HP LOK	Hungary	909074	12-Jun-08	909074	6/12/2008	06
TYTON	Hungary	M7600121	01-Feb-88	118108	2/23/1978	06
HP LOK	Greece	909074	12-Jun-08	909074	6/12/2008	06

U.S. Pipe - TM Applications and Registrations

HP LOK	Germany	909074	12-Jun-09	909074	6/12/2009	08
TYTON	Germany	U1272	02-Jul-08	744879	1/20/1961	8, 19
HP LOK	Georgia	909074	12-Jun-08	909074	6/12/2008	08
HP LOK	France	909074	12-Jun-08	909074	6/12/2008	08
TYTON	France	98851978	22-Nov-98	98851978	8/21/1997	08, 17
HP LOK	Finland	909074	12-Jun-06	909074	6/12/2006	08
HP LOK	European Union	909074	12-Jun-06	000999074	6/12/2006	08
HP LOK	Estonia	909074	12-Jun-06	909074	6/12/2006	08
TYTON	El Salvador			6320B0CK24	3/7/1997	08
HP LOK	Egypt	187908	11-Jun-08			08
TYTON	Egypt		17-Jan-72	47838	10/28/1972	08
TYTON	Ecuador			8873-00		08
TYTON	Ecuador			88099-85	12/31/1990	17
HP LOK	Denmark	MP909074	12-Jun-08	MP909074	6/12/2008	08
TYTON	Denmark	189902749	16-Oct-88	189900803	8/23/1989	08, 17
HP LOK	Czech Republic	909074	13-Jun-06	909074	6/12/2006	08
TYTON	Czech Republic			156790	2/27/1999	6
TYTON	Czech Republic			218283		17
TYTON	Cuba			2000-0306		17
TYTON	Cuba			2000-0307		08
HP LOK	Costa Rica	909074	12-Jun-06	909074	6/12/2006	08
TYTON	Costa Rica			20883	1/10/1989	17
TYTON JOINT	Costa Rica	1900-2088406	03-Nov-88	20884	1/10/1989	08
TYTON	Colombia	94 38818	31-Aug-94	188883	2/19/1997	17
TYTON	Colombia	94 47895	20-Oct-94	174132	2/29/1995	6
HP LOK	China	909074	12-Jun-06	909074	6/12/2006	08
TYTON	China			833422	4/21/1996	17
TYTON	China	94059039	02-Jun-94	834554	4/28/1996	08
TYTON	China			823182		
TYTON	Chile	904370	22-Jun-08	821382	2/27/2008	08
TYTON	Chile	834000	20-Aug-08	842388	9/30/2008	17
FIELD LOK	Canada	720984	15-Jan-83	TM4443879	6/18/1995	

U.S. Pipe - TM Applications and Registrations

HP LOK	Canada	1308207	21-Jun-08	RMA745,717	8/18/2008	
HP LOK	Canada	1308207	21-Jun-08	TMA745,717	8/18/2008	1, 2
TRIM TYTON	Canada	1328454	01-Dec-08	TMA717235	8/23/2008	
TYTON	Canada	0723483	28-Feb-93	TMA440889	3/24/1995	
TYTON JOINT	Canada	0244461	22-Feb-58	TMA112179	11/4/1958	
TYTON JOINT	Canada	0244483	22-Feb-58	TMA112181	11/4/1958	
USIFLEX	Canada	0321858	30-Apr-89	TMA188622	3/28/1970	
HP LOK	Bulgaria	809074	12-Jun-08	809074	8/12/2008	08
TYTON	Brazil	816547898	27-Dec-91	816547898	8/24/1993	
TYTON	Boriva			A40041	4/2/1959	08
HP LOK	Benelux	809074	12-Jun-08	809074	4/8/2007	08
TYTON	Benelux	0831922	16-Jun-88	0288880	8/18/1971	08, 17
HP LOK	Bolivia	809074	12-Jun-08	809074	8/12/2008	08
HP LOK	Austria	809074	12-Jun-08	809074	8/12/2008	08
TYTON	Austria	188868		40278	12/22/1958	8, 17, 19
HP LOK	Australia	1155210	12-Jun-08	1155210	8/12/2008	08
TYTON	Australia	181184	13-Jul-80	181184	7/13/1980	8
TYTON	Australia	181186	13-Jul-80	181186	7/13/1980	17
TYTON LOK	Australia	594212	15-Jun-93	594212	7/18/1994	08
TYTON LOK	Australia	594895	28-Jun-83	594895	7/28/1984	17
HP LOK	Armenia	809074	12-Jun-08	809074	8/12/2008	08
HP LOK	Algeria	081890	11-Jun-08			08
HP LOK	Albania	809074	12-Jun-08	809074	8/12/2008	08
HP LOK	Afghanistan	8284	28-Sep-05	7880	10/18/2008	08
HP LOK	Yemen	37132	22-Nov-08	30873	8/19/2007	08
TYTON	Venezuela	1858011047	01-Jun-88	F037687	10/8/1988	35 (part)

**TRADEMARKS**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>	<b>DATE</b>
NXT	85642098	4339975	5/21/13