

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		01/30/2014	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	SJC DLF II-B, LLC, AS AGENT		
Street Address:	1700 East Putnam Avenue, Suite 207		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4430102	US PIPE FABRICATION	
Registration Number:	4472238	US PIPE FABRICATION	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22443/034		
NAME OF SUBMITTER:	Christine Slattery		

Signature:	/Christine Slattery/
Date:	02/03/2014
Total Attachments: 3 source=US PIPE TM 41072181_2#page1.tif source=US PIPE TM 41072181_2#page2.tif source=US PIPE TM 41072181_2#page3.tif	

SUPPLEMENTAL GRANT OF A SECURITY INTEREST
UNDER THE TRADEMARK SECURITY AGREEMENT

This Supplemental Grant of a Security Interest under the Trademark Security Agreement (the "Supplemental Trademark Security Agreement") is made, and dated as of January 30, 2014 and supplements the Trademark Security Agreement (the "Trademark Security Agreement"), dated July 23, 2013, by **UNITED STATES PIPE AND FOUNDRY COMPANY, LLC**, an Alabama limited liability company ("Grantor") in favor of **SJC DLF II-B, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 24, 2013, at Reel 5077 and Frame 0412;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule 1 attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, Grantor and Agent desire to supplement the Trademark Security Agreement to include the New Trademarks as "Trademarks" thereunder;

WHEREAS, Grantor entered into a Guaranty and Security Agreement, dated July 23, 1023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Guaranty and Security Agreement"), in favor of Agent; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor granted to Agent for the benefit of the Lender Group, a continuing security interest in all right, title and interest of Grantor in, to and under the New Trademarks, together with, among other things, the goodwill of the business symbolized by such New Trademarks and the applications and registrations thereof, and all proceeds thereof, (the "New Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Guaranty and Security Agreement);

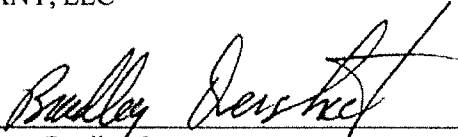
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent for the ratable benefit of the Lender Group, a continuing security interest in the New Trademark Collateral (and Schedule 1 to the Trademark Security Agreement is hereby amended to include the New Trademarks, which shall be deemed to be "Trademark Collateral" under and as defined therein) to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS SUPPLEMENTAL 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 GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be duly executed by its authorized officer as of the date first set forth above.

UNITED STATES PIPE AND FOUNDRY
COMPANY, LLC

By: 
Name: Bradley Overstreet
Title: Vice President and Secretary

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	DATE
US PIPE FABRICATION	85980143	4,430,102	11/05/2013
US PIPE FABRICATION	85780079	4,472,238	01/21/2014