

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315899

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LILCO, LLC		08/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
TRILAD FLANGES & FITTINGS, INC.		08/21/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	7711 PLANTATION ROAD		
<b>Internal Address:</b>	MAC R4058-017		
<b>City:</b>	ROANOKE		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24019		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4284724	TRILAD FLANGES AND FITTINGS, INC.	
<b>Registration Number:</b>	4284723	TRILAD FLANGES AND FITTINGS, INC.	
<b>Registration Number:</b>	4501784	WARREN	
<b>Registration Number:</b>	4517573	WA WARREN VALVE	
<b>Registration Number:</b>	4517613	WA WARREN ALLOY	
<b>Registration Number:</b>	4558915	WARREN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-745-5226		
<b>Email:</b>	awalker@winstead.com		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	P. O. Box 131851		
<b>Address Line 4:</b>	DALLAS, TEXAS 75313-1851		
<b>ATTORNEY DOCKET NUMBER:</b>	4839-1253 LILCO,ETC./WF		

CH \$165.00 4284724

<b>NAME OF SUBMITTER:</b>	Andrea Walker
<b>SIGNATURE:</b>	/Andrea Walker/
<b>DATE SIGNED:</b>	09/03/2014
<b>Total Attachments: 6</b> source=4839-1253 Executed Trademark_Security_Agreement LILCO Trilad Flange to Wells Fargo#page1.tif source=4839-1253 Executed Trademark_Security_Agreement LILCO Trilad Flange to Wells Fargo#page2.tif source=4839-1253 Executed Trademark_Security_Agreement LILCO Trilad Flange to Wells Fargo#page3.tif source=4839-1253 Executed Trademark_Security_Agreement LILCO Trilad Flange to Wells Fargo#page4.tif source=4839-1253 Executed Trademark_Security_Agreement LILCO Trilad Flange to Wells Fargo#page5.tif source=4839-1253 Executed Trademark_Security_Agreement LILCO Trilad Flange to Wells Fargo#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of August 21, 2014, is made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the “Grantors” and each a “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (together with any successors thereto in such capacity, “Administrative Agent”) for each of the Secured Parties.

### Background.

Pursuant to the Credit Agreement dated as of August 21, 2014 (such agreement, together with all amendments and restatements thereto, the “Credit Agreement”), among Allied Fitting, L.P., a Texas limited partnership (“Allied”), Warren Alloy Valve & Fitting Company, L.P., a Delaware limited partnership (“Warren”) and LILCO, LLC, a Delaware limited liability company (“LILCO”, and together with Allied and Warren, hereinafter collectively called the “Borrowers”), the Lenders party thereto (each, singly, a “Lender”, and collectively, the “Lenders”), and Administrative Agent have extended commitments to make Extensions of Credit to and for the benefit of Borrowers.

In connection with the Credit Agreement, the Grantors, Administrative Agent and the other signatories parties thereto have executed and delivered the Security Agreement dated as of August 21, 2014 (such agreement, together with all amendments and restatements thereto, the “Security Agreement”).

Pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

The Grantors have duly authorized the execution, delivery and performance of this Agreement.

It is in the best interests of the Grantors to execute this Security Agreement inasmuch as the Grantors will derive substantial direct and indirect benefits from the Extensions of Credit made from time to time to or for the benefit of Borrowers by Lenders pursuant to the Credit Agreement and from the other credit extensions made by other Secured Parties to or for the benefit of Borrowers and any other Group Members.

### Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Extensions of Credit (including the initial Extension of Credit) to Borrowers pursuant to the Credit Agreement, and the other Secured Parties to extend credit to or for the benefit of Borrowers or any other Loan Party, the Grantors agree, for the benefit of Administrative Agent and each other Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantors do hereby mortgage, pledge and hypothecate to Administrative Agent, and grant to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") referred to in Item A of Schedule 1 attached hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof;

(b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned or which otherwise has the right to license, or granting any right to use any Trademark now or hereafter owned by any third party, and all rights under any such agreement (all of the foregoing items in this clause (b) being collectively called a "Trademark License") referred to in Item B of Schedule 1 attached hereto;

(c) all goodwill associated therewith or symbolized by the items described in, clauses (a) and (b), all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all rights to use and/or sell any of the items in clauses (a), (b) and (c);

(e) the portion of the business to which each Trademark pertains;

(f) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(g) all proceeds of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the fulfillment of, and in accordance with, the events and terms set forth in Section 11.9(a)(i) of the Credit Agreement, Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and

other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

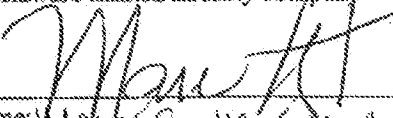
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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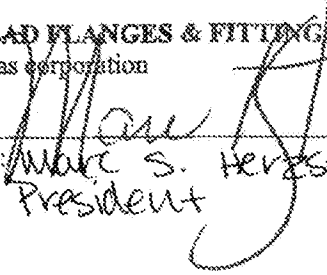
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

LILCO, LLC,  
a Delaware limited liability company

By:   
Name: Marc S. Herstein  
Title: President and Chief Executive Officer

TRILAD FLANGES & FITTINGS, INC.,  
a Texas corporation

By:   
Name: Marc S. Herstein  
Title: President

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By: *Chad D. Johnson*  
Print Name: Chad D. Johnson  
Print Title: Senior Vice President

SCHEDULE 1  
to Trademark  
Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TRILAD FLANGES & FITTINGS, INC.	TRILAD FLANGES & FITTINGS, INC.	4,284,724	02/05/2013
TRILAD FLANGES & FITTINGS, INC.	TRILAD FLANGES & FITTINGS, INC.	4,284,723	02/05/2013
LILCO, LLC	WARREN	4,501,784	03/25/2014
LILCO, LLC	WA WARREN VALVE	4,517,573	04/22/2014
LILCO, LLC	WA WARREN ALLOY	4,517,613	04/22/2014
LILCO, LLC	WARREN	4,558,915	07/01/2014

Pending Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None	N/A	N/A	N/A

Item B. Trademark Licenses

<u>United States</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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