

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM323470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Corrugating Company		03/25/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Harris N.A., as Administrative Agent		
Street Address:	111 West Monroe Street, 20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4448366	METALPRO ELITE	
Registration Number:	4598898	MYMETALROOF	
Registration Number:	4207732	STONESHIELD	
Registration Number:	4222953	STONESHIELD	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E, Monroe St.		
Address Line 2:	Ste.3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2072.024		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	11/17/2014		
Total Attachments: 5			

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, the "Agreement") is made as of this 25th day of March, 2011 by Union Corrugating Company, a North Carolina corporation ("Grantor"), in favor of Harris N.A., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

WITNESSETH

WHEREAS, Grantor, Grantee and the Lenders are entering into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders will make loans and other financial accommodations to or for the benefit of Grantor;

WHEREAS, as one of the conditions to making loans and other financial accommodations to or for the benefit of Grantor, Grantee and Lenders have required that Grantor grant certain liens and security interests in favor of Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement to be entered into by and between Grantor and Grantee as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising trademark applications and trademarks, trade names and trademark licenses (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of all amounts owing by Grantor to Grantee and Lenders 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 are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and 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.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security 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 or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark listed on Schedule 1 hereto, free and clear of any liens, charges and encumbrances (other than the security interest in favor of Term Loan Agent securing the Term Loan Debt and subject to the Intercreditor Agreement);

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark listed on Schedule 1 hereto; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms with respect to each Trademark listed on Schedule 1 hereto.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in any Trademark listed on Schedule 1 hereto or any other material Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Grantee under this Agreement.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks listed on Schedule 1 hereto are used, to the extent consistent with commercially reasonable business practices.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall (i) become aware of any existing Trademarks owned by Grantor of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee written notice thereof on a quarterly basis. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Litigation. If, before the Obligations shall have been satisfied in full or before the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall become aware of any suits or actions commenced or threatened with reference to any Trademark which, if adversely determined, would reasonably be expected to have a Material Adverse Effect, Grantor shall give to Grantee prompt written notice thereof.

8. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor and (iii) ensure that the Trademarks are and remain enforceable, except, in any case, where Grantor determines in its business judgment that any Trademark or trademark application has nominal value or is not useful to the Grantor's business.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement, the Guaranty and the Security Agreement have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

10. Intercreditor Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

11. Amendment and Restatement. This Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of that certain Trademark Security Agreement dated May 26, 2004 by Grantor in favor of Grantee (the "Original Trademark Security Agreement"). Grantor hereby reaffirms the security interests arising under the Original Trademark Security Agreement, which security interests remain continuous and shall be governed by the terms of this Agreement from and following the date hereof.

[signature page follows]

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

UNION CORRUGATING COMPANY, a North
Carolina corporation

By: Robert T. Pfordresher

Name: Bob Pfordresher

Title: Chief Financial Officer and Assistant Secretary

SCHEDULE 1

TRADEMARKS

<u>Trademark</u>	<u>U.S. Registration No.</u>
VALU-RIB	2,683,495
MASTERRIB	1,927,439
SHIELD RAY	2,142,559
ADVANTAGE-LOK	2,486,237
YOUR ROOF. FOR LIFE.	3,433,296
#1 FACTORY TRAINED METAL ROOFERS	3,957,067
UNION CORRUGATING COMPANY METALPRO CONTRACTOR	4,038,922
METALPRO ELITE	4448366
MYMETALROOF	4598898
STONESHIELD	4207732
STONESHIELD	4222953

MATERIAL TRADE NAMES

Union Corrugating Company, Union Corrugating and UCC
Spencer Steel Company
Spencer Steel Supply
Anderson Steel Supply
Tifton Steel Company
Tifton Steel Products
Orange Steel Roofing Products
Unico Metal Products
Vicksburg Metal Products
Dayton Metals
Great Plains Metals
Union Corrugating Company NE Division