

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enerfab, Inc.		12/05/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
Internal Address:	Mail Drop 10907K		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3943358	ENERFAB	
Registration Number:	3910676	ENERFAB	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	05252-529/1707/TSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	12/23/2014		
Total Attachments: 5			
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of December 5, 2014 (the "Effective Date"), by and between **ENERFAB, INC.**, an Ohio corporation, whose principal place of business and mailing address is 4955 Spring Grove Avenue, Cincinnati, Ohio 45232 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation, having an office at Mail Drop 10907K, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, as agent (in such capacity and together with any successor agent, "Agent"), for the benefit of Secured Creditors (as defined in the Trademark Security Agreement, as defined below), is as follows:

Preliminary Statements

A. Debtor and Agent are parties to that certain Trademark Security Agreement dated as of June 18, 2009 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

B. Debtor and Agent desire to amend the Trademark Security Agreement on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. Amendment to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Trademark Security Agreement, the other Loan Documents, and the other Debt Documents, as applicable. As used herein and in the Trademark Security Agreement, "Credit Agreement" means the Second Amended and Restated Credit Agreement dated as of May 31, 2013, by and among Debtor, Agent, and the other parties thereto, as amended by the First Amendment to Second Amended and Restated Credit Agreement dated as of May 30, 2014, the Second Amendment to Second Amended and Restated Credit Agreement dated as of October 1, 2014, and the Third Amendment to Second Amended and Restated Credit Agreement dated as of the Effective Date, and as may be further amended, restated, modified, supplemented, or replaced from time to time.

2. Default. Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement).

3. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security. Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Agent on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Secured Obligations, and (b) acknowledges and confirms that the grants of the Liens to Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Secured Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of (A) any Permitted Liens and (B) the Trademark Licenses identified on the Supplement to Schedule I attached hereto.

4. One Agreement; References; Fax Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents or the Debt Documents, as applicable, to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles), except to the extent that the validity or perfection of the Liens or the remedies under the Trademark Security Agreement (as amended hereby), in respect of any particular Trademark Collateral, are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

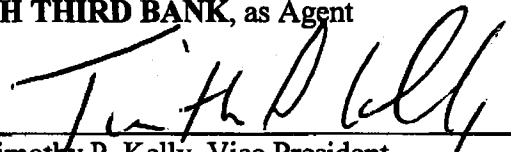
[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

ENERFAB, INC.

By: 
Daniel J. Silles, Secretary and Treasurer

FIFTH THIRD BANK, as Agent

By: 
Timothy P. Kelly, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005427 FRAME: 0092

SUPPLEMENT TO SCHEDULE I

(Additional Trademark Collateral)

Trademark	Country	App. No.	Reg. No.	Identification of Goods/Services	Status
ENERFAB	United States	85/048,144	3,943,358	(Int'l Class: 37) Maintenance and installation of boiler components, clean-air systems and components, process systems comprised of mixing, sterilization and storage apparatus, piping and piping systems, support structures, air, gas and liquid handling systems and components, bulk material handling systems and components, chemical storage and delivery systems and components for power, chemical, industrial and manufacturing plants (Int'l Class: 40) Application of plastic, epoxy and resin linings to tanks to the order of others (Int'l Class: 42) Custom design and engineering of boiler components, emission reduction systems and components, process systems comprised of mixing, sterilization and storage apparatus, equipment and components, piping and piping systems, structural steel and concrete support structures for equipment and installations, air gas and liquid handling systems and components, bulk material handling systems composed of conveyors, rails, cables, buckets, gears, pulleys and components, and tanks, all in the field of power, chemical, industrial and manufacturing plants	Registered

ENERFAB	United States	85/048,147	3,910,676	(Int'l Class: 6) Metals in the form of sheets and plate heads for further manufacture; fabricated vessels of metal, namely, industrial processing tanks, containers and other hollow bodies, namely, metal industrial shells for solids, liquids or gases, sold empty; metal solid storage tanks for solids, liquids and gasses, metal piping system consisting of metal pipes, pumps, valves and supports all sold as a unit; metal containers for the storage and transportation of solids, liquids and gasses; metal closures in the form of sheet metal and metal plate heads to close the ends of fabricated containers; and metal cylinder shells for storage of solids, liquids or gases, sold empty; metal tanks and containers, sold empty, featuring resinous plastic lining material; metal tanks and containers, sold empty, featuring an epoxy coating	Registered
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Trademark Licenses

Trademark License Agreement dated as of October 1, 2014 between Enerfab, Inc., an Ohio corporation, as licensor, and Enerfab Process Solutions & Fabricated Products, Inc., an Ohio corporation, as licensee, with respect to the Trademarks set forth on this Supplement to Schedule I.

Trademark License Agreement dated as of October 1, 2014 between Enerfab, Inc., an Ohio corporation, as licensor, and Enerfab Power & Industrial, Inc., an Ohio corporation, as licensee, with respect to the Trademarks set forth on this Supplement to Schedule I.