

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333493

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		07/23/2013	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	SJC DLF II-B, LLC		
Street Address:	1700 East Putnam Avenue, Suite 207		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	CORPORATION: CONNECTICUT Limited Liability Company: Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4605977	NXT	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22443/034		
NAME OF SUBMITTER:	Diane Cassinelli		
SIGNATURE:	/Diane Cassinelli/		
DATE SIGNED:	02/27/2015		
Total Attachments: 14			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of July, 2013, by and among **UNITED STATES PIPE AND FOUNDRY COMPANY, LLC**, an Alabama limited liability company ("Grantor"), and **SJC DLF II-B, LLC**, a Delaware limited liability company ("SJC"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of July 23, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan 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 US Fabrication, LLC, a Delaware limited liability company ("US Fabrication"), 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"), and Agent, 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 are willing to make the financial accommodations to Borrowers as provided for in the Term Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of July 23, 2013 (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, 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 Term Loan 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, 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 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, 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 GUARANTY AND 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: 

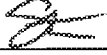
Name: Bradley Overstreet

Title: Vice President, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**SJC DLF II-B, LLC, a Delaware limited liability
company**

By:  _____

Name: Stephen J. Czech

Title: Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

Please see attached.

U.S. Pipe – TM Applications and Registrations

Trademarks	
Rhawn Flange	US Pipe Fabrication, LLC (formerly doing business as Fast Fabricators, LLC) has used this trademark.
Vitco Corp	US Pipe Fabrication, LLC (formerly doing business as Fast Fabricators, LLC) has used this trademark.
Water Works Manufacturing	US Pipe Fabrication, LLC (formerly doing business as Fast Fabricators, LLC) has used this trademark.

Trademarks						
Title	Country	Serial #	Date Filed	Registration*	Issued Date	Class
DDP*	United States	85/642,152	4-Jun-12			6
DDP*	United States	85/642,161	4-Jun-12			6
Design mark (2 white, circumferential stripes)	United States	72/106859	20-Oct-60	0735180	7/31/1962	6
FAST FABRICATORS	United States	85/088834	20-Jul-10	3947208	4/19/2011	2, 6
FAST FABRICATORS (stylized)	United States	85/088830	20-Jul-10	3923143	2/22/2011	2, 6
FIELD LOK	United States	73/505851	26-Oct-84	1358033	9/30/1985	17
FIELD LOK 350	United States	74/598217	14-Nov-94	2211343	12/15/1998	17
FLANGE-TYTE	United States	72/379310	21-Dec-70	926864	1/11/1972	17
FULL FACE FLANGE-TYTE	United States	78/909222	15-Jun-06	3645051	6/23/2009	017
HP LOK	United States	78/772435	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	7/4/2006	6
MJ FIELD LOK & Design	United States	78/416366	11-May-04	3061160	2/21/2006	17
MJ FIELD LOK & Design	United States	78/416368	11-May-04	3061161	2/21/2006	6
NXT	United States	85/642,098	4-Jun-12	4339975	5/21/13	006
NXT*	United States	85/642,225	4-Jun-12			17
NXT*	United States	85/642,103	4-Jun-12			006
PERMAFUSE	United States	73/557937	12-Sep-85	1414630	10/28/1986	1
POLYTHANE	United States	74/133086	24-Jan-91	1724982	10/20/1992	006
RING FLANGE-TYTE	United States	78/909225	15-Jun-06	3,765,528	3/23/2010	017
SG-14	United States	85/177454	16-Nov-10	3981436	6/21/2011	2
TR FLEX	United States	73/403089	18-Nov-82	1266864	2/14/1984	06
TR FLEX	United States	75/005401	02-Oct-95	2021937	12/10/1996	017

U.S. Pipe – TM Applications and Registrations

TR FLEX GRIPPER	United States	73/734952	17-Jun-88	1547962	7/18/1989	006
TR TELE FLEX	United States	77/901,734	28-Dec-09	4317425	4/9/2013	06
TRIM TYTE	United States	73/400288	18-Oct-82	1266141	2/7/1984	006
TRIM TYTON	United States	73/510031	21-Nov-84	1340059	6/11/1985	006
TYTON	United States	72/033303	05-Jul-57	661920	5/20/1958	017
TYTON	United States	72/070763	02-Apr-59	689360	12/8/1959	06
TYTON	United States	72/103375	24-Aug-60	715983	5/30/1961	06
TYTON	United States	73/016881	25-Mar-74	1000063	12/24/1974	06
TYTON	United States	73/024976	21-Jun-74	1004188	2/11/1975	06
TYTON JOINT	United States	72/017843	19-Oct-56	646725	6/11/1957	06
TYTON JOINT	United States	72/032708	26-Jun-57	661552	5/13/1958	04
U S PIPE	United States	73/632988	28-Nov-86	1478262	3/1/1988	06
US PIPE FABRICATION*	United States	85/780,079	15-Nov-12			2,6
USIFLEX	United States	72/075669	12-Jun-59	696636	4/26/1960	06
USIFLEX	United States	72/163088	19-Feb-63	757356	9/24/1963	17
USP Design	United States	73/200042	15-Jan-79	1152887	5/5/1981	06
USP stylized	United States	72/009309	29-May-56	641265	2/12/1957	06
VITCO	United States	85/106072	12-Aug-10			6
XTRA FLEX	United States	74/116715	19-Nov-90	1662197	10/29/1991	06
HP LOK	United Kingdom	909074	12-Jun-06	909074	6/12/2006	06
TYTON	United Kingdom		13-Aug-58			06
HP LOK	United Arab Emirates	81708	11-Jun-06	90699	7/23/2008	06
TYTON	United Arab Emirates		10-Apr-96	15704		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	98016939	30-Nov-98	203443	11/30/1998	06
HP LOK	Tunisia	EE06 1523	12-Jun-06	EE06 1523	12/4/2007	06
HP LOK	Taiwan	095030251	12-Jun-06	01285097	11/1/2007	06
TYTON	Taiwan			9386	9/1/1959	16

U.S. Pipe – TM Applications and Registrations

TYTON	Taiwan	86057721	11-Nov-97	849638	5/1/1999	6
TYTON	Switzerland	043651978	13-Sep-78	2P296161	10/31/1978	6, 17
HP LOK	Sweden	909074	12-Jun-06	909074	6/12/2006	06
HP LOK	Spain	909074	12-Jun-06	909074	6/12/2006	06
HP LOK	South Korea	909074	12-Jun-06	909074	6/12/2006	06
TYTON	South Korea	9752122	08-Nov-97	431153	11/26/1998	38
TYTON	South Korea	40-1997-0052122	08-Nov-97	4004311530000	11/26/1998	17
HP LOK	South Africa	2006/12786	09-Jun-06	2006/12786	12/13/2005	06
TYTON	South Africa		17-Oct-58	3328/58		06
TYTON	South Africa	332958	17-Oct-58	332958	10/17/1958	17
HP LOK	Slovenia	909074	12-Jun-06	909074	6/12/2006	06
HP LOK	Slovak Republic	909074	12-Jun-06	909074	6/12/2006	06
TYTON	Slovak Republic	35978	07-Feb-66	156790	6/27/1966	06
HP LOK	Saudi Arabia	106858	11-Jun-06	1114/59	12/16/2009	6
TYTON	Saudi Arabia			48/12	4/25/1972	06
HP LOK	Russian	909074	12-Jun-06	909074	6/30/2008	06
TYTON	Russian		14-Feb-66	31826		06, 07, 16
TYTON	Romania	004574	09-Jun-91	002504	1/29/1995	06, 17, 19
HP LOK	Qatar	40084	11-Jun-06	40084	2/12/2009	06
TYTON	Qatar		07-Aug-82	2990	10/29/1991	06
HP LOK	Portugal	909074	12-Jun-06	909074	6/12/2006	06
TYTON	Portugal	325864	28-Aug-97	325864	7/15/1998	17
TYTON JOINT	Portugal	325865	28-Aug-97	325865	7/15/1998	06
HP LOK	Poland	909074	12-Jun-06	909074	6/12/2006	06
TYTON	Peru	163550-1989/OSD	29-Dec-89	P10085463	5/30/1990	17
TYTON	Paraguay			216301	2/4/1959	06
TYTON	Paraguay			209324		17
TYTON	Pakistan			29949	10/22/1958	06
HP LOK	Oman	40396	11-Jun-06	40396	1/23/2007	06
TYTON	Oman		24-Jan-90	4176	1/19/1997	06

U.S. Pipe – TM Applications and Registrations

TYTON	Oman				21480				17
HP LOK	Norway	909074	12-Jun-06		909074		6/12/2006		06
TYTON	New Zealand	66622	12-Jul-60		66622		3/12/1962		06
TYTON	New Zealand	66623	12-Jul-60		66623		9/7/1961		17
TYTON LOK	New Zealand	228594	15-Jul-93		228594		11/13/1997		06
TYTON LOK	New Zealand	228595	7/15/936		228595		11/13/1997		17
HP LOK	Morocco	909074	12-Jun-06		909074		6/12/2006		06
TYTON	Morocco				67241		9/22/1998		06
HP LOK	Mexico	787963	12-Jun-06		1008410		10/26/2007		06
TYTON	Mexico	105605	29-Jan-91		428408		12/28/1992		17
TYTON	Mexico	8775	29-Apr-86		354861		11/7/1988		06
TYTON	Malaysia	2006-01265			2006-01265		1/25/2006		17
TYTON	Malaysia	9406825	03-Aug-94		9406825		8/3/1994		06
HP LOK	Macedonia	909074	12-Jun-06		909074		6/12/2006		06
HP LOK	Lithuania	909074	12-Jun-06		909074		6/12/2006		06
HP LOK	Liechtenstein	909074	12-Jun-06		909074		6/12/2006		06
TYTON	Lebanon				50294		2/12/1972		06, 17
TYTON	Lebanon	200601265	25-Jan-06						17
HP LOK	Latvia	909074	12-Jun-06		909074		6/12/2006		06
HP LOK	Kuwait	78063	26-Jun-06		66145		6/26/2006		06
TYTON	Kuwait	5895	23-Nov-72		5895		11/23/1972		
HP LOK	Jordan	86246	11-Jun-06		86246		12/13/2005		06
HP LOK	Japan	909074	12-Jun-06		909074		6/12/2006		06
TYTON	Japan	2001097655	31-Oct-01		4664739		4/18/2003		06
TYTON in Katakana	Japan	S61131357	12-Dec-86		2276461		10/31/1990		06
HP LOK	Italy	909074	12-Jun-06		909074		6/12/2006		06
TYTON	Italy	MI2008C009855	15-Sep-08						
HP LOK	Ireland	909074	12-Jun-06		909074		6/12/2006		06
TYTON	Ireland				101280		3/29/1977		06
HP LOK	Iraq	49580	11-Jun-06						06

U.S. Pipe – TM Applications and Registrations

HP LOK	India	1458879	12-Jun-06				06
TYTON	India	273891	29-Jul-71	273891	7/29/1971		06
HP LOK	Hungary	909074	12-Jun-06	909074	6/12/2006		06
TYTON	Hungary	M7600121	01-Feb-66	118106	2/23/1976		06
HP LOK	Greece	909074	12-Jun-06	909074	6/12/2006		06
HP LOK	Germany	909074	12-Jun-09	909074	6/12/2009		06
TYTON	Germany	U1272	02-Jul-58	744879	1/20/1961		6, 19
HP LOK	Georgia	909074	12-Jun-06	909074	6/12/2006		06
HP LOK	France	909074	12-Jun-06	909074	6/12/2006		06
TYTON	France	96651978	22-Nov-96	96651978	5/2/1997		06, 17
HP LOK	Finland	909074	12-Jun-06	909074	6/12/2006		06
HP LOK	European Union	909074	12-Jun-06	000909074	6/12/2006		06
HP LOK	Estonia	909074	12-Jun-06	909074	6/12/2006		06
TYTON	El Salvador			6320BOOK24	3/7/1997		06
HP LOK	Egypt	187906	11-Jun-06				06
TYTON	Egypt		17-Jan-72	47538	10/29/1972		06
TYTON	Ecuador			5873-00			06
TYTON	Ecuador			66099-95	12/3/1990		17
HP LOK	Denmark	MP909074	12-Jun-06	MP909074	6/12/2006		06
TYTON	Denmark	195802749	15-Oct-58	195900903	5/23/1959		06, 17
HP LOK	Czech Republic	909074	12-Jun-06	909074	6/12/2006		06
TYTON	Czech Republic			156790	2/27/1966		6
TYTON	Czech Republic			218283			17
TYTON	Cuba			2000-0306			17
TYTON	Cuba			2000-0307			06
HP LOK	Croatia	909074	12-Jun-06	909074	6/12/2006		06
TYTON	Costa Rica			20883	1/10/1959		17
TYTON JOINT	Costa Rica	1900-2088406	03-Nov-58	20884	1/10/1959		06
TYTON	Colombia	94 38816	31-Aug-94	196953	2/18/1997		17
TYTON	Colombia	94 47835	20-Oct-94	174132	2/28/1995		6

U.S. Pipe – TM Applications and Registrations

HP LOK	China	909074	12-Jun-06	G909074	6/12/2006	06
TYTON	China			833422	4/21/1996	17
TYTON	China	94059039	02-Jun-94	834554	4/28/1996	06
TYTON	Chile			523152		
TYTON	Chile	804370	22-Jan-08	821352	2/27/2008	06
TYTON	Chile	834000	20-Aug-08	842388	9/30/2008	17
FIELD LOK	Canada	720664	15-Jan-93	TMA443879	6/16/1995	
HP LOK	Canada	1306207	21-Jun-06	RMA745.717	8/19/2009	
HP LOK	Canada	1306207	21-Jun-06	TMA745.717	8/19/2009	1, 2
TRIM TYTON	Canada	1326454	01-Dec-06	TMA717235	6/23/2008	
TYTON	Canada	0723493	23-Feb-93	TMA440869	3/24/1995	
TYTON JOINT	Canada	0244461	22-Feb-58	TMA112179	11/14/1958	
TYTON JOINT	Canada	0244463	22-Feb-58	TMA112181	11/14/1958	
USIFLEX	Canada	0321958	30-Apr-69	TMA168522	3/26/1970	
HP LOK	Bulgaria	909074	12-Jun-06	909074	6/12/2006	06
TYTON	Brazil	816547688	27-Dec-91	816547688	8/24/1993	
TYTON	Bolivia			A40041	4/3/1959	06
HP LOK	Benelux	909074	12-Jun-06	909074	4/9/2007	06
TYTON	Benelux	0531922	15-Jun-68	0036980	6/15/1971	06, 17
HP LOK	Belarus	909074	12-Jun-06	909074	6/12/2006	06
HP LOK	Austria	909074	12-Jun-06	909074	6/12/2006	06
TYTON	Austria	1586/58		40279	12/22/1958	6, 17, 19
HP LOK	Australia	1155210	12-Jun-06	1155210	6/12/2006	06
TYTON	Australia	161194	13-Jul-60	161194	7/13/1960	6
TYTON	Australia	161195	13-Jul-60	161195	7/13/1960	17
TYTON LOK	Australia	594212	15-Jan-93	594212	7/18/1994	06
TYTON LOK	Australia	594995	29-Jan-93	594995	7/28/1994	17
HP LOK	Armenia	909074	12-Jun-06	909074	6/12/2006	06
HP LOK	Algeria	061600	11-Jun-06			06
HP LOK	Albania	909074	12-Jun-06	909074	6/12/2006	06

U.S. Pipe – TM Applications and Registrations

HP LOK	Afghanistan	9264	25-Sep-06	7660	10/19/2006	06
HP LOK	Yemen	37132	22-Nov-06	30673	8/13/2007	06
TYTON	Venezuela	1958011047	01-Jan-58	F037557	10/6/1959	35 (nat'l)

*Intent to Use Marks

SCHEDULE I
(Continued)

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
United States Pipe and Foundry Company, LLC	NXT	4605977	9/16/14

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