

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344059

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		04/02/2012	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	10 South Wacker Drive, 13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4605977	NXT	
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:	1989.303		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	06/09/2015		
Total Attachments: 15			
source=US Pipe Trademark#page1.tif			
source=US Pipe Trademark#page2.tif			
source=US Pipe Trademark#page3.tif			

OP \$40.00 4605977

source=US Pipe Trademark#page4.tif
source=US Pipe Trademark#page5.tif
source=US Pipe Trademark#page6.tif
source=US Pipe Trademark#page7.tif
source=US Pipe Trademark#page8.tif
source=US Pipe Trademark#page9.tif
source=US Pipe Trademark#page10.tif
source=US Pipe Trademark#page11.tif
source=US Pipe Trademark#page12.tif
source=US Pipe Trademark#page13.tif
source=US Pipe Trademark#page14.tif
source=US Pipe Trademark#page15.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of April, 2012, by and among UNITED STATES PIPE AND FOUNDRY COMPANY, LLC, an Alabama limited liability company ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 2, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit 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 Fast Fabricators, LLC, a Delaware limited liability company ("Fast Fabricators"), 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"), Agent, WFCF, as lead arranger, and WFCF, as sole book runner, 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 and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 2, 2012 (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 and the Bank Product Providers, 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 Credit 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 and each of the Bank Product Providers, 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, the Bank Product Providers 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 and the Bank Product Providers, 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 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: Bradley Overstreet
Name: Bradley Overstreet
Title: Vice President, Treasurer & Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

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: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By: 
Name: Katherine Anderson
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See the attached

U.S. Pipe - TM Applications and Registrations

Rawlman Flange	Fast Fabricators, LLC has used this trademark.
Vitco Corp	Fast Fabricators, LLC has used the trademark.
Water Works	
Manufacturing	Fast Fabricators, LLC has used this trademark.

Design mark (2 views, circumferential stripes)	United States	72170959	20-Oct-80	0795190	7/21/1992	8
FAST FABRICATORS	United States	83009834	28-Jul-10	3847208	4/19/2011	2, 6
FAST FABRICATORS (stylized)	United States	85028830	20-Jul-10	3823143	2/22/2011	2, 6
FIELD LOK	United States	73009881	28-Oct-84	1389033	9/30/1995	17
FIELD LOK 380	United States	74598217	14-Nov-84	2211343	12/16/1999	17
FLANGE-TYPE	United States	72978310	31-Dec-70	829984	7/11/1972	17
FULL FACE FLANGE-TYPE	United States	78998222	15-Jun-08	3646061	8/29/2009	017
HP LOK	United States	78072416	19-Dec-05	3413010	4/16/2008	08
MJ FIELD LOK	United States	78271897	05-Oct-01	2813864	2/10/2004	17
MJ FIELD LOK	United States	78401824	14-Apr-04	3112733	7/4/2008	8
MJ FIELD LOK & Design	United States	78418398	11-May-04	3081180	2/21/2008	17
MJ FIELD LOK & Design	United States	78418398	11-May-04	3081181	2/21/2008	8
PERMA-FUSE	United States	73837987	12-Sep-85	1414830	10/28/1986	1
POLYTHANE	United States	74133098	24-Jan-81	1724982	10/20/1992	008
RING FLANGE-TYPE	United States	70889226	16-Jan-08	31789538	3/23/2010	017
SG-44	United States	86177454	18-Nov-10	3881436	8/21/2011	2
TR FLEX	United States	73402889	18-Nov-82	1295984	2/14/1984	08
TR FLEX	United States	76003401	02-Oct-86	2021897	12/10/1996	017
TR FLEX GRIPPER	United States	73734652	17-Jun-88	1647982	7/19/1989	008
TR TELE FLEX	United States	77781734	28-Dec-09			08
TRIM TYPE	United States	73400288	18-Oct-82	1289141	2/7/1984	008
TRIM TYTON	United States	73810031	21-Nov-84	1340599	8/11/1989	008

U.S. Pipe - TM Applications and Registrations

TYTON	United States	720339303	06-Jul-67	861820	8/20/1966	017
TYTON	United States	720787833	03-Apr-69	889280	12/8/1965	08
TYTON	United States	721603376	24-Aug-60	718963	6/30/1961	08
TYTON	United States	724018661	25-Mar-74	1000069	12/24/1974	08
TYTON	United States	730248789	21-Jan-74	1004188	2/11/1975	08
TYTON JOINT	United States	720178433	18-Oct-68	646728	6/11/1967	08
TYTON JOINT	United States	720392706	28-Jun-67	681802	6/13/1968	04
U.S. PIPE	United States	728202888	28-Nov-66	1478282	3/1/1969	08
USIFLEX	United States	720716666	13-Jun-69	696636	4/29/1960	08
USIFLEX	United States	721632988	18-Feb-63	757356	9/24/1963	17
USIFLEX	United States	726200442	18-Jun-78	1182187	6/9/1981	08
USP Ducton	United States	726092030	28-May-68	641286	2/12/1967	08
USP a/tyred	United States	69/1090172	12-Aug-10			6
XTRA FLEX	United States	74/118718	19-May-90	1862197	10/29/1991	08
HP LOK	United Kingdom	809074	12-Jun-68	809074	6/12/2008	08
TYTON	United Kingdom		13-Aug-58			08
HP LOK	United Arab Emirates	81708	11-Jun-69	80880	7/23/2008	08
TYTON	United Arab Emirates		10-Apr-81	15704		08
HP LOK	Urubine	809074	13-Jun-08	809074	6/12/2008	08
HP LOK	Turkmenistan	901074	12-Jun-08	809074	6/12/2008	08
HP LOK	Turkey	809074	12-Jun-08	809074	6/12/2008	08
TYTON	Turkey	88016838	30-Nov-88	203445	11/30/1988	08
HP LOK	Tunisia	EE08.1523	13-Jun-08	EE08.1523	13/04/2007	08
HP LOK	Tshuan	698020281	12-Jun-06	Q1286087	11/1/2007	08
TYTON	Tshuan			9388	6/11/1989	16
TYTON	Tshuan			848238	6/11/1988	6
TYTON	Switzerland	043681878	13-Sep-78	27298181	10/31/1978	4, 17
HP LOK	Sweden	809074	12-Jun-09	809074	6/12/2008	08
HP LOK	Spain	809074	12-Jun-08	809074	6/12/2008	08

U.S. Pipe - TM Applications and Registrations

HP LOK	South Korea	808074	12-Jun-06	808074	6/12/2006	08
TYTON	South Korea	8732122	08-Nov-07	431183	11/29/1888	38
TYTON	South Korea	40-1887-0082122	08-Nov-07	4004311530000	11/28/1888	17
HP LOK	South Africa	200812788	08-Jun-05	200812788	12/12/2006	08
TYTON	South Africa		17-Oct-88	3328/88		08
TYTON	South Africa	332888	17-Oct-88	332888	10/17/1988	17
HP LOK	Slovenia	808074	12-Jun-08	808074	6/12/2008	08
HP LOK	Slovak Republic	808074	12-Jun-08	808074	6/12/2008	08
TYTON	Slovak Republic	26878	07-Feb-88	188780	6/27/1888	08
HP LOK	Saudi Arabia	108888	11-Jun-08	1114469	12/18/2008	8
TYTON	Saudi Arabia			48/12	4/28/1872	08
HP LOK	Russian Federation	808074	12-Jun-08	808074	6/30/2008	08
TYTON	Russian Federation		14-Feb-88	31828		08, 17, 18
TYTON	Romania	004874	08-Jun-01	002804	1/28/1988	08, 17, 18
HP LOK	Qatar	40084	11-Jun-08	40084	2/12/2008	08
TYTON	Qatar		07-Aug-82	2880	10/28/1981	08
HP LOK	Portugal	808074	12-Jun-08	808074	6/12/2008	08
TYTON	Portugal	328884	28-Aug-07	328884	7/16/1888	17
TYTON JOINT	Portugal	328885	28-Aug-07	328885	7/16/1888	08
HP LOK	Poland	808074	13-Jun-08	808074	6/12/2008	08
TYTON	Peru	183883-188803SD	28-Dec-88	P10383483	6/30/1880	17
TYTON	Paraguay			218931	2/4/1888	08
TYTON	Pakistan			208224		17
HP LOK	Oman	48388	11-Jun-88	48388	10/23/1888	08
TYTON	Oman		24-Jun-81	4178	1/23/2007	08
TYTON	Oman			21489	1/18/1887	08
HP LOK	Norway	808074	12-Jun-08	808074	6/12/2008	08
TYTON	New Zealand	88802	13-Jul-89	88802	3/12/1982	08

U.S. Pipe - TM Applications and Registrations

TYTON	New Zealand	69923	12-Jul-90	69923	9/7/1981	17
TYTON/LOK	New Zealand	229594	16-Jul-03	229594	11/19/1997	08
TYTON/LOK	New Zealand	229595	7/15/03	229595	11/19/1997	17
HP LOK	Morocco	909074	12-Jan-08	909074	9/12/2008	08
TYTON	Morocco			97241	9/22/1998	08
HP LOK	Morocco	797993	12-Jan-08	1009410	10/29/2007	08
TYTON	Morocco	105926	29-Jan-91	429409	12/29/1992	17
TYTON	Morocco	9775	29-Apr-99	364981	11/7/1999	08
TYTON	Malaysia	2008-01292		2008-01292	1/25/2008	17
TYTON	Malaysia	6409925	03-Aug-94	949929	9/2/994	08
HP LOK	Malaysia	909074	12-Jun-08	909074	9/12/2008	08
HP LOK	Libertia	909074	12-Jun-08	909074	9/12/2008	08
HP LOK	Libertia	909074	12-Jun-08	909074	9/12/2008	08
TYTON	Libertia			909074	9/12/2008	08
TYTON	Libertia			909074	9/12/2008	08
TYTON	Libertia	2008-01292		2008-01292	2/19/1972	08, 17
HP LOK	Libertia	909074	12-Jun-08	909074	9/12/2008	08
HP LOK	Libertia	797993	29-Jun-08	99145	9/29/2008	08
TYTON	Libertia	909074	23-May-72	909074	11/23/1972	08
HP LOK	Libertia	909074	11-Jun-08	909074	12/19/2008	08
TYTON	Libertia			909074	9/12/2008	08
TYTON	Japan	200109766	31-Oct-01	4994739	4/19/2003	08
TYTON in Kaituma	Japan	58113197	13-Dec-99	2279461	10/17/99	08
HP LOK	Italy	909074	12-Jun-08	909074	9/12/2008	08
TYTON	Italy	M1200C009856	16-Sep-08			08
HP LOK	Ireland	909074	12-Jun-08	909074	9/12/2008	08
TYTON	Ireland			101290	3/29/1977	08
HP LOK	Iraq	48990	11-Jun-08			08
HP LOK	Iraq	1499979	12-Jun-08			08
TYTON	Iraq	279991	28-Jul-71	279991	7/29/1971	08
HP LOK	Hungary	909074	12-Jun-08	909074	9/12/2008	08
TYTON	Hungary	M17800121	01-Feb-99	118108	2/23/1976	08
HP LOK	Greece	909074	12-Jun-08	909074	9/12/2008	08

U.S. Pipe - TM Applications and Registrations

HP LOK	Canada	1308307	21-Jun-08	TM4745717	8/19/2008	
HP LOK	Canada	1308307	21-Jun-08	TM4745717	8/19/2008	1, 2
TRIM TYTON	Canada	1329484	01-Dec-08	TM4717235	8/22/2008	
TYTON	Canada	0723483	23-Feb-08	TM4443859	3/24/1996	
TYTON JOINT	Canada	0244481	22-Feb-08	TM4112179	1/14/1995	
TYTON JOINT	Canada	0244483	22-Feb-08	TM4112181	1/14/1995	
USIPEX	Canada	0221838	30-Jun-09	TM4188622	3/29/1970	
HP LOK	Bulgaria	809074	12-Jun-08	809074	6/12/2008	08
TYTON	Brazil	818647988	27-Dec-91	818647988	8/24/1993	
TYTON	Brazil			A40041	4/24/93	08
HP LOK	Brazil	809074	12-Jun-08	809074	4/29/2007	08
TYTON	Brazil	0231822	15-Jun-08	0088860	6/15/1971	08, 17
HP LOK	Brazil	809074	12-Jun-08	809074	8/12/2008	08
HP LOK	Austria	909074	12-Jun-08	909074	6/12/2008	08
TYTON	Austria	1898468		40279	12/22/1965	8, 17, 18
HP LOK	Australia	1182210	12-Jun-08	1182210	6/12/2008	08
TYTON	Australia	181184	13-Jul-00	181184	7/13/1993	9
TYTON	Australia	181185	12-Jul-00	181182	7/13/1993	17
TYTON LOK	Australia	584212	15-Jan-93	584212	7/18/1994	06
TYTON LOK	Australia	584985	28-Jan-93	584986	7/28/1994	17
HP LOK	Armenia	809074	13-Jun-06	809074	6/12/2008	08
HP LOK	Armenia	081803	11-Jun-08			08
HP LOK	Albania	809074	12-Jun-08	809074	6/12/2008	08
HP LOK	Azerbaijan	8284	26-Sep-06	7980	10/18/2008	08
HP LOK	Vietnam	37132	22-Nov-06	30873	8/13/2007	08
TYTON	Venezuela	103901047	01-Jan-98	F039787	10/21/1999	38 (part)

TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	DATE
NXT	85642098	4339975	5/21/13

TRADEMARKS (continued)

MARK	SERIAL NO.	REGISTRATION NO.	DATE
US PIPE FABRICATION	85980143	4,430,102	11/05/13
US PIPE FABRICATION	85780079	4,472,238	01/21/14

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