

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boomerang Tube, LLC		02/02/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Agent
Street Address:	225 W. Washington Street, 21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4049116	BOOMERANG
Registration Number:	3877205	BOOMERANG
Registration Number:	3880158	BOOMERANG
Registration Number:	4105836	BOOMERANG TUBE
Registration Number:	4105844	BOOMERANG TUBE
Registration Number:	3967830	BOOMERANG TUBE, LLC
Registration Number:	3967829	BOOMERANG TUBE, LLC
Registration Number:	3975879	

CORRESPONDENCE DATA

Fax Number: 4045725135

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.

Phone: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

CH \$215.00 4049116

ATTORNEY DOCKET NUMBER:	18876.233016 (SN)
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	02/19/2016

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of February 2, 2016, made by Boomerang Tube, LLC, a Delaware limited liability company having a principal place of business at 14567 N. Outer Forty Road, 5th Floor, Chesterfield, Missouri 63017 (the “Borrower”), in favor of Cortland Capital Market Services LLC, having a place of business at 225 W. Washington St., 21st Floor, Chicago, Illinois 60606, as collateral agent (the “Agent”) for the banks and other financial institutions (the “Lenders”) which are parties to the Subordinated Notes Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Subordinated Notes Agreement”), among the Borrower, the Agent and the Lenders.

WHEREAS, pursuant to the Subordinated Notes Agreement, the Lenders have agreed to extend credit to the Borrower in the form of Term Loans on the Closing Date upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Subordinated Notes Agreement, the Borrower granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Term Loans and other financial accommodations to the Borrower pursuant to the Subordinated Notes Agreement, the Borrower agrees, for the benefit of the Secured Parties, 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 provided by reference in the Subordinated Notes Agreement.

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect in the State of New York on the date hereof.

“Trademark Licenses”: with respect to the Borrower and any Subsidiary Guarantor, all United States written license agreements of the Borrower or such Subsidiary Guarantor providing for the grant by or to the Borrower or such Subsidiary Guarantor of any right under any United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, other than agreements with any Person who is an Affiliate or a Subsidiary of the Borrower or such Subsidiary Guarantor, including, without limitation, any material license agreements, subject, in each case, to the terms of such license agreements, and

the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

“Trademarks”: with respect to the Borrower and any Subsidiary Guarantor, all of the Borrower’s or such Subsidiary Guarantor’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize the Borrower’s or such Subsidiary Guarantor’s rights therein or in the resulting registration), and any renewals thereof, including, without limitation, each registration and application, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of the Borrower or such Subsidiary Guarantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

“Secured Parties”: the collective reference to (i) the Administrative Agent, (ii) the Collateral Agent, (iii) the Lenders and (iv) the respective successors and assigns and the permitted transferees and endorsees of each of the foregoing.

SECTION 2. Confirmation of Grant of Security Interest. The Borrower hereby confirms that, pursuant to the Subordinated Notes Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks and Trademark Licenses of the Borrower (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks and Trademark Licenses, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations (as defined in the Guaranty and Collateral Agreement), except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Borrower under or in, and Collateral shall not include any Trademark Licenses with or issued by Persons other than the Borrower, a Subsidiary of the Borrower or an Affiliate of any of the foregoing that would otherwise be included in the Collateral for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses (in each case, except to the extent that, pursuant to the Code or other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination of such Trademark Licenses).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Subordinated Notes Agreement. The Subordinated Notes Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and Trademark Licenses are more fully set forth in the Subordinated Notes 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


SECTION 6. Governing Law. The Agreement and any claims, controversy, dispute or cause of action (whether in contract, or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules on conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

* * *

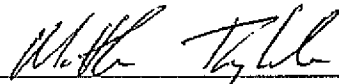
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOOMERANG TUBE, LLC

By: 
Name: Kevin Nystrom
Title: Interim Chief Executive Officer, President
and Chief Restructuring Officer

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	Filing Date	Registration Date
Boomerang Tube, LLC	BOOMERANG BOOMERANG	RN: 4049116 SN: 85289385	April 7, 2011	November 1, 2011
Boomerang Tube, LLC	BOOMERANG BOOMERANG	RN: 3877205 SN: 77065501	December 15, 2006	November 16, 2010
Boomerang Tube, LLC	BOOMERANG and Design 	RN: 3880158 SN: 77065486	December 15, 2006	November 23, 2010
Boomerang Tube, LLC	BOOMERANG TUBE BOOMERANG TUBE	RN: 4105836 SN: 77480498	May 21, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE and Design 	RN: 4105844 SN: 77489840	June 3, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE, LLC BOOMERANG TUBE, LLC	RN: 3967830 SN: 85057126	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	BOOMERANG TUBE, LLC and Design 	RN: 3967829 SN: 85057119	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	Design Only 	RN: 3975879 SN: 85048440	May 26, 2010	June 7, 2011

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	REGISTRATION/ APPLICATION <u>NUMBER</u>	<u>TRADEMARK</u>
Boomerang Tube, LLC	American Petroleum Institute	U.S.A.		