

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fabcon Companies, LLC		09/02/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4576199	SENTRY-CAST	
Registration Number:	2636046	F FABCON	
Registration Number:	2589106	F FABCON	
Registration Number:	1212721	FABCON	
Registration Number:	0978404	FABCON	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438.14-0617		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	09/27/2016		

CH \$140.00 4576199

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 2, 2016, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute

this Trademark Security Agreement by signing and delivering one or more counterparts.

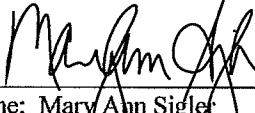
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FABCON COMPANIES, LLC, as a Grantor

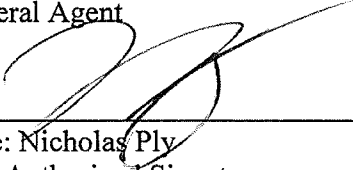
By:  _____
Name: Mary Ann Sigler
Title: President and Treasurer

[Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 005884 FRAME: 0784

Accepted and Agreed to:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: Nicholas Ply
Title: Authorized Signatory

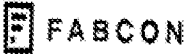
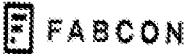
[Trademark Security Agreement (ABL)]

TRADEMARK

REEL: 005884 FRAME: 0785

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	OWNER/APPLICANT	REG./APP. NO.	DATE
SENTRY-CAST	Fabcon Companies, LLC	4,576,199 / 85/264,854	Jul. 29, 2014
FABCON & Design 	Fabcon Companies, LLC	2,636,046 / 75/824,852	Oct. 15, 2002
FABCON & Design 	Fabcon Companies, LLC	2,589,106 / 75/824,821	Jul. 2, 2002
FABCON	Fabcon Companies, LLC	1,212,721 / 73/307,500	Oct. 12, 1982
FABCON	Fabcon Companies, LLC	978,404 / 72/436,045	Feb. 12, 1974

DOMAIN NAMES

DOMAIN NAME	REGISTRANT	BENEFICIAL OWNER	REGISTRAR
fabconprecast.biz	Lee Runge	Fabcon Companies, LLC	GODADDY.COM, INC.
fabconmissioncritical.com	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconmissioncritical.info	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconmissioncritical.net	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconmissioncritical.org	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconprecast.info	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconprecast.net	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC GoDaddy.com, LLC
fabconprecast.org	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC

fabconprecastmissioncritical.com	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconprecastmissioncritical.info	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconprecastmissioncritical.net	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconprecastmissioncritical.org	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabcon-canada.com	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabcon-usa.com	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconinternational.com	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fabconprecast.ca	Lee Runge	Fabcon Companies, LLC	Go Daddy Domains Canada, Inc.
fabconprecast.com	Lee Runge	Fabcon Companies, LLC	GoDaddy.com, LLC
fbcn.biz	Lee Runge	Fabcon Companies, LLC	GODADDY.COM, INC.