

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COPPERWELD BIMETALLICS LLC		11/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87058139	C COPPERWELD BUILDING WIRE	
Serial Number:	87186146	COPPERWELD FIRST GROUND	
Serial Number:	85941247	CCC CAMO ANTI-THEFT COPPERWELD CCS COATE	
Serial Number:	73099545	COPPERWELD	
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:	005252-1114/1707/TSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	11/15/2016		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 10, 2016 (the "Effective Date"), is entered into by and between **COPPERWELD BIMETALLICS LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 215 Centerview Drive, Suite 360, Brentwood, Tennessee 37027, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), having an office at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, and is as follows:

WITNESSETH

This Agreement is executed in connection with that certain Credit Agreement, dated as of the Effective Date, by and between Lender and Debtor (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of Debtor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Trademark Collateral"):

(a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");

(b) all renewals of each of the Trademarks;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;

(d) all rights to sue for past, present and future infringements of any and all Trademarks;

(e) all rights corresponding to each of the Trademarks throughout the world;

(f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;

(g) together, in each case, with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or

service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations. Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Ohio (without reference to Ohio conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, (a) "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time; and (b) "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" (as defined in that certain Security Agreement, dated as of the Effective Date, by and between Debtor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "General Security Agreement")), or any of the Secured Party's rights or remedies respecting such "Collateral". Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the General Security Agreement are hereby incorporated into this Agreement *mutatis mutandis* and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be "Collateral" for all purposes of the General Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the General Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

This Agreement 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. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof,

and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

COPPERWELD BIMETALLICS LLC

By: 
Joseph L. Longever, Chief Executive Officer

FIFTH THIRD BANK

By: _____
Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(COPPERWELD)

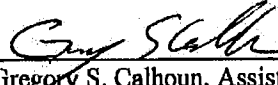
TRADEMARK
REEL: 005921 FRAME: 0706

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COPPERWELD BIMETALLICS LLC

By: _____
Joseph L. Longever, Chief Executive Officer

FIFTH THIRD BANK

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Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(COPPERWELD)




TRADEMARK
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SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Trademarks

Owner: Copperweld Bimetallics LLC, a Delaware limited liability company

Mark	Serial Number	Filing Date	Registration Number	Registration Date
 COPPERWELD BUILDING WIRE	87058139	06/02/2016	N/A	N/A
 COPPERWELD FIRST GROUND	87186146	09/28/2016	N/A	N/A
 CAMO ANTI-THEFT COPPERWELD CCS COATED GROUNDING WIRE	85941247	05/23/2013	4837188	10/20/2015
COPPERWELD	73099545	09/13/1976	1066603	05/31/1977

U.S. Trademark Applications

None.