

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEHLEN MFG CO.		12/13/2016	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4338131	GALVSMART	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	029123-0058		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	12/13/2016		
Total Attachments: 5			
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SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2016, by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders (“Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of October 13, 2010 by and among Grantors, the other Persons named therein as Borrowers, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lenders have agreed to continue to make the Loans and other financial accommodations for the benefit of Grantors and the other Borrowers party thereto upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Secured Parties, this Supplemental Patent and 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, each Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country (collectively, “Patents”) and (ii) rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence (collectively, “Patent Licenses”) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

3 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

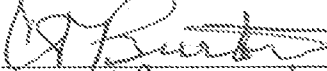
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

4 SECURITY AGREEMENT. The security interests granted pursuant to this Supplemental Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral and in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


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

BEHLEN MFG. CO., a Nebraska corporation

By: 
Name: C. T. BURDICK
Title: TREAS

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Charles Fairchild
Title: Vice President

[Signature Page to Supplemental Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005946 FRAME: 0863

**SCHEDULE I
TO
SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT**

<u>Registered U.S. Trademarks</u>			
<u>Name</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Holder</u>
Galvsmart	4,338,131	5/21/2013	Behlen Mfg. Co.

<u>Patent Applications</u>				
<u>Title</u>	<u>Status</u>	<u>Country</u>	<u>Patent No.</u>	<u>App. Date - Pub. Date</u>
Fence with Elongated Tubular Members & Method of Mfg.	Published	U.S.	14/755,132	6/30/2015 - 1/7/2016
Implement Attachment Bracket	Filed	U.S.	29/520,885	3/18/2015
Temporary Storage System for Agr. Products	Provisional Filed	U.S.	62/300,373	2/26/2016