

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andes Coil Processing, L.L.C.		03/01/2017	Limited Liability Company: TEXAS
ACP Holdco LLC		03/01/2017	Limited Liability Company: ILLINOIS
Metal Resources, Inc.		03/01/2017	Corporation: ILLINOIS
Metal Resources Holding Company		03/01/2017	Corporation: DELAWARE
MRI Steel Framing, LLC		03/01/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	8850 Boedeker Street, 4th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5070959	BUILDSMART	
Registration Number:	5032631	MRI SMART	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75001		
ATTORNEY DOCKET NUMBER:	3134.1926		
NAME OF SUBMITTER:	Jan Muennink		

CH \$65.00 5070959

SIGNATURE:	/jan muennink/
DATE SIGNED:	03/06/2017
Total Attachments: 11 source=3134 1926 Security Agreement Metal Resources#page1.tif source=3134 1926 Security Agreement Metal Resources#page2.tif source=3134 1926 Security Agreement Metal Resources#page3.tif source=3134 1926 Security Agreement Metal Resources#page4.tif source=3134 1926 Security Agreement Metal Resources#page5.tif source=3134 1926 Security Agreement Metal Resources#page6.tif source=3134 1926 Security Agreement Metal Resources#page7.tif source=3134 1926 Security Agreement Metal Resources#page8.tif source=3134 1926 Security Agreement Metal Resources#page9.tif source=3134 1926 Security Agreement Metal Resources#page10.tif source=3134 1926 Security Agreement Metal Resources#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of March 1, 2017, is made by Andes Coil Processors, L.L.C., a Texas limited liability company, ACP HoldCo LLC, an Illinois limited liability company, Metal Resources, Inc., an Illinois corporation, Metal Resources Holding Company, a Delaware corporation, and MRI Steel Framing, LLC, an Illinois limited liability company (individually and collectively, as the case may be, the “Grantor”), in favor of Comerica Bank (the “Secured Party”).

WHEREAS, Grantor and the Secured Party have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Remainder of Page Intentionally Left Blank.]


IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTOR:

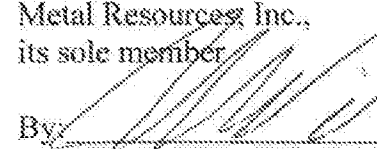
METAL RESOURCES HOLDING
COMPANY

By: 
William R. Wilson
President

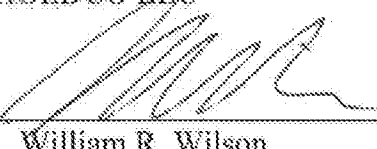
METAL RESOURCES, INC.

By: 
William R. Wilson
Chief Executive Officer and Treasurer

MRI STEEL FRAMING, LLC

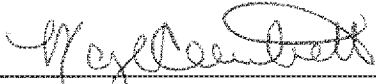
By: Metal Resources, Inc.,
its sole member
By: 
William R. Wilson
Chief Executive Officer and
Treasurer

ANDES COIL PROCESSORS, L.L.C.
ACP HOLDCO LLC

By: 
William R. Wilson
Manager of each entity listed above

SECURED PARTY:

COMERICA BANK

By: 
Mary Cantwell
Vice President

Address for Notices:
8850 Boedeker Street, 4th Floor
Dallas, Texas 75225

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

The service mark “BUILDSMART” and the trademark “MRI SMART” owned by Metal Resources, Inc. (see attached certificates)

United States of America

United States Patent and Trademark Office

BUILDSMART

Reg. No. 5,070,959

Metal Resources, Inc. (ILLINOIS CORPORATION)
15 Salt Creek Lane, Suite 412
Hinsdale, IL 60521

Registered Nov. 01, 2016

Int. Cl.: 35

CLASS 35: Wholesale store services featuring building wall framing made primarily of metal, metal reinforcement materials for building, frames of metal for building, construction elements made of metal

Service Mark

FIRST USE 8-1-2015; IN COMMERCE 8-1-2015

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-548,438, FILED 02-27-2015
ANDREA R HACK, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION
WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office

MRI SMART

Reg. No. 5,032,631

Metal Resources, Inc. (ILLINOIS CORPORATION)
15 Salt Creek Lane, Suite 412
Hinsdale, IL 60521

Registered Aug. 30, 2016

Int. Cl.: 6

CLASS 6: Building wall framing made primarily of metal; Construction elements made of metal, namely, braces; Construction elements made of metal, namely, supports; Frames of metal for building; Metal reinforcement materials for building

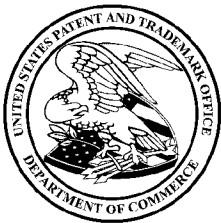
Trademark

FIRST USE 8-1-2015; IN COMMERCE 7-14-2016

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-548,315, FILED 02-27-2015
ANDREA R HACK, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
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SCHEDULE C
COPYRIGHTS

None.