

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ameriforge Group Inc.		05/03/2017	Corporation: TEXAS
AF Gloenco Inc.		05/03/2017	Corporation: DELAWARE
Taper-Lok Corporation		05/03/2017	Corporation: DELAWARE
NRG Manufacturing Inc		05/03/2017	Corporation: TEXAS
Allpoints Oilfield Services LLC		05/03/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	National Banking Association: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3229669	AF
Registration Number:	3859800	ALLPOINTS
Registration Number:	3229666	
Registration Number:	3229670	
Serial Number:	86387975	DURASTIM
Registration Number:	3938069	DYNAFAB CORPORATION
Registration Number:	1401094	LOK-FLANGE
Registration Number:	3938056	NRG MANUFACTURING
Registration Number:	4260908	SHRINKFAST
Registration Number:	1384951	TAPER-LOK

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212-326-3939

CH \$265.00 3229669

Email: elabarge@jonesday.com
Correspondent Name: Wendy Ballard
Address Line 1: 250 Vesey Street
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER: CAM: 870441-600001

NAME OF SUBMITTER: Wendy Ballard

SIGNATURE: /Wendy Ballard/

DATE SIGNED: 05/03/2017

Total Attachments: 9

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EXECUTION VERSION

DIP TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of May 3, 2017 (this “**Agreement**”), among AMERIFORGE GROUP INC., a Texas corporation (the “**Borrower**”), AF GLOENCO INC. and TAPER-LOK CORPORATION, each a Delaware corporation, NRG MANUFACTURING INC, a Texas corporation, and ALLPOINTS OILFIELD SERVICES LLC, a Texas limited liability company (together with the Borrower, each a “**Grantor**”) and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Debtor In Possession Security Agreement dated as of May 3, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), the Borrower, the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Senior Secured Super Priority Debtor In Possession Credit Agreement dated as of May 3, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank AG New York Branch, as Administrative Agent, Collateral Agent and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by such Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

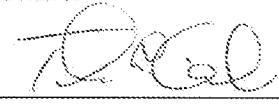
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NRG MANUFACTURING INC,
as the Grantor

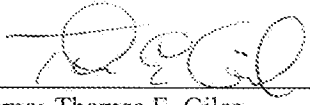
By: 
Name: Thomas E. Giles
Title: Vice President and Secretary

[Signature Page to Debtor In Possession Trademark Short Form Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TAPER-LOK CORPORATION,
as the Grantor

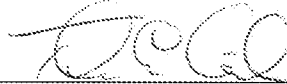
By: 
Name: Thomas E. Giles
Title: Vice President and Secretary

[Signature Page to Debtor In Possession Trademark Short Form Security Agreement]

TRADEMARK
REEL: 006051 FRAME: 0179

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AF GLOENCO INC.,
as the Grantor

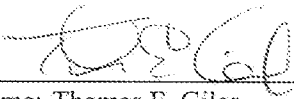
By: 
Name: Thomas E. Giles
Title: Vice President and Secretary

[Signature Page to Debtor In Possession Trademark Short Form Security Agreement]

TRADEMARK
REEL: 006051 FRAME: 0180

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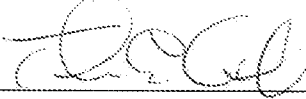
ALLPOINTS OILFIELD SERVICES LLC,
as the Grantor

By: 
Name: Thomas E. Giles
Title: Vice President and Secretary

[Signature Page to Debtor In Possession Trademark Short Form Security Agreement]

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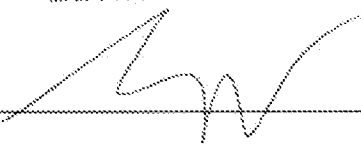
AMERIFORGE GROUP INC.,
as Borrower and the Grantor

By: 
Name: Thomas E. Giles
Title: Executive Vice President and
General Counsel

[Signature Page to Debtor In Possession Trademark Short Form Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Benjamin South
Title: Vice President

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u>	<u>App. No.</u>
AF & DESIGN (FLAG)	U.S.	Ameriforge Group Inc.	3,229,669	78/906,385
ALLPOINTS & DESIGN	U.S.	Allpoints Oilfield Services LLC	3,859,800	77/940,597
DESIGN (CC)	U.S.	Ameriforge Group Inc	3,229,666	78/906,324
DESIGN (T AND STAR)	U.S.	Ameriforge Group Inc	3,229,670	78/906,388
DURASTIM	U.S.	NRG Manufacturing Inc	86387975	
DYNAFAB CORPORATION & DESIGN	U.S.	NRG Manufacturing Inc	3,938,069	85/113,437
LOK FLANGE	U.S.	Taper-Lok Corporation	1,401,094	73569819
NRG MANUFACTURING & DESIGN	U.S.	NRG Manufacturing Inc	3,938,056	85/109,647
SHRINKFAST	U.S.	AF Gloenco Inc. - Shrinkfast Division	4,260,908	85606501
TAPER-LOK	U.S.	Taper-Lok Corporation	1,384,951	73/423,345

[Schedule 1 to Debtor In Possession Trademark Short Form Security Agreement]

NAI-150267771v3

RECORDED: 05/03/2017

**TRADEMARK
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