

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERIFORGE GROUP INC.		06/08/2017	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:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3229669	AF	
Registration Number:	3229666		
Registration Number:	3229670		
CORRESPONDENCE DATA			
Fax Number:			
<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:	6463667120		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Daniel Gold/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1111779-2583-N997		
NAME OF SUBMITTER:	Daniel Gold		
SIGNATURE:	/Daniel Gold/		
DATE SIGNED:	06/09/2017		
Total Attachments: 5			
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TRADEMARK SHORT FORM SECURITY AGREEMENT

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of June 8, 2017, (this “**Agreement**”), among AMERIFORGE GROUP INC., a Texas corporation (the “**Grantor**”) and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of June 8, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among AFG HOLDINGS, INC. (f/k/a FR AFG HOLDINGS, INC.), a Delaware corporation (“**Parent**”), AMERIFORGE GROUP INC., a Texas corporation (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of June 8, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Parent, the other Guarantors from time to time party thereto, Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). 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. The 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 Secured Obligations, including the Guaranty, the 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 the Grantor or in which the 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 the 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**”);

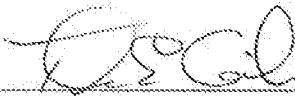
(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all Proceeds and products of the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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. 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]

AMERIFORGE GROUP INC.,
as the Grantor

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

[Ameriforge Group Inc. – Trademark Security Agreement]

TRADEMARK
REEL: 006081 FRAME: 0465

**DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent**

By: 
Name: _____
Title: **PHILIP SALIBA
DIRECTOR**

By: 
Name: _____
Title: **Stephen R. Lapidus
Director**

[Ameriforge Group Inc. – Trademark Security Agreement]

**TRADEMARK
REEL: 006081 FRAME: 0466**

Schedule I

United States Trademarks and Trademark Applications

Mark	Status	Application Number	Registration Number	Owner
AF & DESIGN (FLAG)	Registered	78/906,385	3,229,669	Ameriforge Group Inc.
DESIGN (CC)	Registered	78/906,324	3,229,666	Ameriforge Group Inc.
DESIGN (T AND STAR)	Registered	78/906,388	3,229,670	Ameriforge Group Inc.