

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHWEST STAINLESS, L.P.		09/06/2017	Limited Liability Partnership: DELAWARE
FLOWWORKS INTERNATIONAL LLC		09/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust		
Street Address:	50 South Sixth Street, MN		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2095142	SOUTHWEST STAINLESS & ALLOY	
Registration Number:	2099246	MULTALLOY	
Registration Number:	5094956	CF	
Registration Number:	5094953	CF FLUID CONTROLS	
Registration Number:	5096406	FLOWWORKS	
Registration Number:	5217271	FW FLOWWORKS	
Registration Number:	4758987	MAJOR INC.	
Registration Number:	5216640	SS&A	
Registration Number:	5095576	SUNBELT SUPPLY	
Registration Number:	5095575	SUNBELT SUPPLY CO. SINCE 1978	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		

CH \$265.00 2095142

Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn Hayley Smith
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 16855-0002

NAME OF SUBMITTER: Hayley Smith

SIGNATURE: //Hayley Smith//

DATE SIGNED: 09/14/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2017, is made by each entity listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust, National Association, as Collateral Agent under the Term Loan Agreement described below (in such capacity, together with its successors and permitted assigns, "Collateral Agent").

WITNESSETH:

WHEREAS, the Borrowers, certain of the Borrowers' subsidiaries, certain other parties, Wilmington Trust, National Association, as Administrative Agent and the Collateral Agent have, entered into that certain Term Loan Credit Agreement, dated as of September 6, 2017 (as amended, supplemented, waived or otherwise modified, the "Term Loan Agreement");

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of September 6, 2017, in favor of the Collateral Agent (the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of these premises and to induce the Collateral Agent to enter into the Loan Documents, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor:

(a) the Trademarks (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability or result in the voiding of such intent-to-use trademark applications under applicable federal law) listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, such responsibility to be exercised in such Grantor's sole discretion except as otherwise required by the Security Agreement, in connection with its Trademarks subject to a security interest hereunder.

Section 5. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the Collateral Documents and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of September 6, 2017, by and between: (i) Wilmington Trust, National Association, as Collateral Agent (and its successors and assigns), for the benefit of the holders from time to time of the Term Loan Obligations (as defined therein) and (ii) Wells Fargo Bank, National Association, as ABL Agent (and its successors and assigns), for the benefit of the holders from time to time of the ABL Facility Claims (as defined therein) (as may be amended, restated, modified or supplemented or replaced, from time to time in accordance therewith, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to lien priority or rights and remedies in connection with the Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

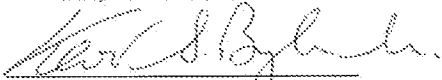
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

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

SOUTHWEST STAINLESS, L.P.
FLOWWORKS INTERNATIONAL LLC
each, as Grantor

By: 
Name: Kevin S. Boyle, Sr.
Title: Senior Vice President and
Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name:
Title:

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

SOUTHWEST STAINLESS, L.P.
FLOWORKS INTERNATIONAL LLC
each, as Grantor

By: _____
Name: Kevin S. Boyle, Sr.
Title: Senior Vice President and
Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name: **Jeffery Rose**
Title: **Vice President**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Registration Number	Owner	Jurisdiction
Southwest Stainless & Alloy	2,095,142	Southwest Stainless, L.P.	U.S.
Multalloy	2,099,246	Southwest Stainless, L.P.	U.S.
CF	5,094,956	Southwest Stainless, L.P.	U.S.
CF Fluid Controls	5,094,953	Southwest Stainless, L.P.	U.S.
Floworks	5,096,406	Floworks International LLC	U.S.
Floworks and Design	5,217,271	Floworks International LLC	U.S.
Major Inc.	4,758,987	Southwest Stainless, L.P.	U.S.
SS&A and Design	5,216,640	Southwest Stainless, L.P.	U.S.
Sunbelt Supply	5,095,576	Southwest Stainless, L.P.	U.S.
Sunbelt Supply and Design	5,095,575	Southwest Stainless, L.P.	U.S.
Southwest Stainless & Alloy	TMA 973478	Southwest Stainless, L.P.	Canada

2. TRADEMARK APPLICATIONS

None.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]