

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Steel Supply, LLC		01/08/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	111 Congress Ave., Suite 2200		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4412590	STORM SHIELD	
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:	Janie Muennink c/o Winstead PC		
Address Line 1:	P.O. Box131851		
Address Line 4:	ADDISON, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	4839-2248		
NAME OF SUBMITTER:	Janie Muennink		
SIGNATURE:	/jan muennink/		
DATE SIGNED:	01/12/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 8, 2018 by and among WELLS FARGO BANK, NATIONAL ASSOCIATION (“Bank”) and UNITED STEEL SUPPLY, LLC (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated as of June 23, 2016 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”); capitalized terms used herein are used as defined in the Credit Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents and Domain Names to secure the obligations of Grantor under the Credit Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property collateral (including without limitation those copyrights, trademarks, patents and domain names listed on Exhibits A, B, C and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, C and D attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

[Signature Pages Follow.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

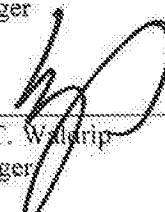
Address of Grantor:

United Steel Supply, LLC
248 Addie Roy Rd., Suite C200
Austin, TX 78746
Attention: Bret A. Curtis

GRANTOR:

UNITED STEEL SUPPLY, LLC

By: 
Bret A. Curtis
Manager

By: 
Will T. Waldrip
Manager

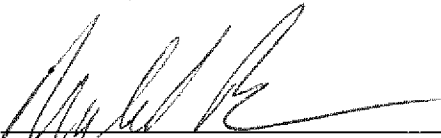
Address of Bank:

Wells Fargo Bank
Austin Middle Market Banking
111 Congress Ave., Suite 2200
Austin, Texas 78701
Attn: Michael Brewer, Senior Vice President

BANK:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:



Michael Brewer
Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

[See Attached]

United States of America
United States Patent and Trademark Office

STORM SHIELD

Reg. No. 4,412,590

Registered Oct. 8, 2013

Int. Cl.: 6

TRADEMARK

PRINCIPAL REGISTER

ALPINE BUILDING MATERIALS, L.L.C. (OREGON LIMITED LIABILITY COMPANY)
3291 WEST 1ST AVENUE
EUGENE, OR 97402

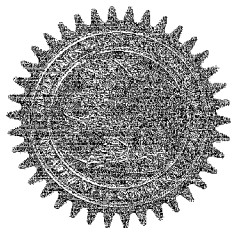
FOR: ROLLED STEELS, NAMELY, POLYMER-COATED ROLLED STEEL IN THE NATURE OF COLD-ROLLED STEEL WITH A POLYMERIC COATING APPLIED THERETO TO IMPROVE CLEANING, DURABILITY AND RESISTANCE TO MARRING, AND TO REDUCE PERMEABILITY TO WATER, SOLD IN BULK ROLLS TO CUSTOMERS IN THE ROLL FORMING INDUSTRY FOR FURTHER MANUFACTURING INTO PANELS FOR USE IN THE CONSTRUCTION INDUSTRY FOR FURTHER MANUFACTURING INTO PANELS EXCLUSIVELY FOR USE IN ABOVE-GROUND CONSTRUCTION, AND NOT FOR USE IN CONNECTION WITH PIPE FOR STORM DRAINS OR UNDERGROUND CONSTRUCTION FOR RESIDENTIAL AND COMMERCIAL STRUCTURES, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

FIRST USE 3-31-2010; IN COMMERCE 3-31-2010.

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

SER. NO. 77-917,631, FILED 1-22-2010.

MARC LEIPZIG, EXAMINING ATTORNEY



Sean Strout
Deputy Director of the United States Patent and Trademark Office

EXHIBIT D

Domain Name Registrations

None.