

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM477602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Tube & Conduit Corporation		06/08/2018	Corporation: CALIFORNIA
Wheatland Tube, LLC		06/08/2018	Limited Liability Company: PENNSYLVANIA
Zekelman Industries, Inc.		06/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	135 S. LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4349398	DESIGNER SERIES COLOR EMT	
Registration Number:	2881074	GAL-Z	
Registration Number:	3721976	WTC	
Registration Number:	3970554		
Registration Number:	3980972		
Registration Number:	3776022	ECO-POLE	
Registration Number:	3725249	PICOMA	
Registration Number:	3980955	WHEATLAND	
Registration Number:	3980974	WHEATLAND TUBE	
Registration Number:	1942088		
Registration Number:	2367334		
Serial Number:	87841916	AMERICAN METAL	
Registration Number:	4363732	FASTRAK	
Serial Number:	87842441	MAKE IT EZ	
Registration Number:	5394405	THE ONLY WAY TO BUILD	
Registration Number:	5394406	Z MODULAR	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240

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: 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/12/2018

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Western Tube & Conduit Corporation
Corporation - California
2. Wheatland Tube, LLC
Limited Liability Company - Pennsylvania
- ☐ 3. Zekelman Industries, Inc.
☐ Corporation - Delaware
- ☐ Corporation- State: _____
- ☐ Other _____

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 8, 2018

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 135 S. LaSalle Street, 9th Floor

City: Chicago

State: IL

Country: USA Zip: 60603

- ☐ Individual(s) Citizenship _____
- ☐ Association Citizenship _____
- ☐ Partnership Citizenship _____
- ☐ Limited Partnership Citizenship _____
- ☐ Corporation Citizenship _____
- ☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule A

B. Trademark Registration No.(s)
see attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1553

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
- ☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 
Signature

June 8, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006397 FRAME: 0535

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated June 8, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “**Pledgors**”) in favor of Bank of America, N.A., as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of June 8, 2018 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “**ABL Credit Agreement**”), was entered into by and among Wheatland Tube, LLC, a Pennsylvania limited liability company (the “**Borrower**”), Zekelman Industries, Inc., a Delaware corporation (“**Holdings**”), certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, and Bank of America, N.A., as administrative agent (together with its permitted successors in such capacity, the “**Administrative Agent**”). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL Credit Agreement, each Pledgor has executed and delivered that certain Revolving Credit Facility Pledge and Security Agreement dated June 8, 2018 made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in and to the following (the “**Collateral**”):

the trademark and service mark registrations and applications set forth in Schedule A hereto (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 of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

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 such Pledgor accruing thereunder or pertaining thereto;

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

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 of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral," shall not include any Excluded Assets (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed to any Secured Party but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Execution in Counterparts. This Trademark 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.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page to Follow]

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

WHEATLAND TUBE, LLC

By: 

Name: Michael P. McNamara, Jr.

Title: President and Secretary

[Signature Page to Trademark Security Agreement]

**WESTERN TUBE & CONDUIT
CORPORATION**

By: 

Name: Michael P. McNamara, Jr.

Title: President and Secretary

[Signature Page to Trademark Security Agreement]

ZEKELMAN INDUSTRIES, INC.

By: 

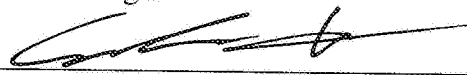
Name: Michael P. McNamara, Jr.

Title: Executive Vice President and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:




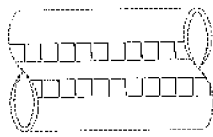
BANK OF AMERICA, N.A.,
as the Collateral Agent

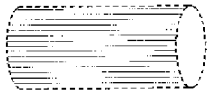
By: 
Name: Andrew Finemore
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006397 FRAME: 0541

Schedule ATrademarks:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Western Tube & Conduit Corporation	DESIGNER SERIES COLOR EMT	85734992	09/21/2012	4349398	06/11/2013
2.	Western Tube & Conduit Corporation	GAL-Z	76538157	08/18/2003	2881074	09/07/2004
3.	Western Tube & Conduit Corporation	WTC	77735512	05/12/2009	3721976	12/08/2009
4.	Wheatland Tube, LLC	Design 	85149675	10/11/2010	3970554	05/31/2011
5.	Wheatland Tube, LLC	Design 	85149778	10/11/2010	3980972	06/21/2011
6.	Wheatland Tube, LLC	ECO-POLE	77666473	02/09/2009	3776022	04/13/2010
7.	Wheatland Tube, LLC	PICOMA	77740002	05/19/2009	3725249	12/15/2009
8.	Wheatland Tube, LLC	WHEATLAND	85148484	10/08/2010	3980955	06/21/2011
9.	Wheatland Tube, LLC	WHEATLAND TUBE & Sheaf Design 	85149828	10/11/2010	3980974	06/21/2011
10.	Wheatland Tube, LLC (f/k/a John Maneely Company)	Design 	74503979	03/11/1994	1942088	12/19/1995

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
11.	Wheatland Tube, LLC (f/k/a John Maneely Company)	Design 	75171702	09/16/1996	2367334	07/18/2000
12.	Zekelman Industries, Inc.	American Metal	87841916	03/20/2018		
13.	Zekelman Industries, Inc.	FasTrak	85715331	08/28/2012	4363732	07/09/2013
14.	Zekelman Industries, Inc.	Make It EZ	87842441	03/20/2018		
15.	Zekelman Industries, Inc.	The Only Way to Build	87319832	01/31/2017	5394405	02/06/2018
16.	Zekelman Industries, Inc.	Z Modular	87319873	01/31/2017	5394406	02/06/2018