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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM503583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/17/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC		12/19/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Keystone Consolidated Industries, Inc.	
Street Address:	5430 LBJ Freeway, Suite 1740	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75240	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3311991	STANDING GUARD SINCE 1889.
Registration Number:	3355631	KEYSTONE
Registration Number:	3487353	MONARCH

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600 Address Line 2: Norton Rose Fulbright US LLP Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	1001039074
NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R. Andersen/
DATE SIGNED:	12/27/2018

Total Attachments: 4

TRADEMARK REEL: 006509 FRAME: 0904

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

THIS NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into as of December 19, 2018 by and between WELLS FARGO CAPITAL FINANCE, LLC, having an office at 150 South Wacker Drive, Chicago, Illinois 60606, as Agent for the Lenders ("Assignor") in favor of Keystone Consolidated Industries, Inc., a Delaware corporation having an office at 5430 LBJ Freeway, Suite 1740, Dallas, TX 75240 ("Assignee").

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Trademark Security Agreement dated as of August 31, 2005 made by Assignee to Assignor (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings given in the Agreement; and

WHEREAS, on August 18, 2010, the parties submitted that certain Assignment of Trademarks between the parties hereto dated August 17, 2010 (the "Prior Assignment") to be recorded with the USPTO, and such document was so recorded at reel/frame 4263/0125; and

WHEREAS such Prior Assignment was executed and recorded in error, and was identified as a security interest in the cover sheet accompanying the Prior Assignment; and

WHEREAS the parties hereto now wish to correct this erroneous assignment and assign back to Assignee any and all rights in the Trademark Collateral (defined below) which may have transferred to Assignor by way of the Prior Assignment, *nunc pro tunc* as of the date of the Prior Assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

- Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee, *nunc pro tunc* as of August 17, 2010, its entire right, title and interest in and to (a) the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule I attached hereto and made a part hereof (except trademark applications filed on an intent to use basis pursuant to Section 1(b) of the Lanham Act until a statement of use is filed and accepted by the United States Patent and Trademark Office), and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), and (b) the goodwill of the business symbolized by the Trademarks. The Trademarks and such goodwill are collectively referred to herein as the "Trademark Collateral".
- 2. <u>Representations and Warranties</u>. Assignor represents and warrants that it has the full right and power to make the assignment of the Trademark Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present

TRADEMARK REEL: 006509 FRAME: 0906 or future assignment or encumbrance of any or all of the Trademark Collateral.

- 3. <u>Further Assurances</u>. The parties further agree to execute such additional documents as may be required to confirm ownership of the Trademark Collateral in Assignee, including the right to recover for all past, present, and future infringements thereof, and other rights of every kind whatsoever accruing thereunder or pertaining thereto, and all income, licenses, royalties, damages, profits, and payments relating to or payable under any of the foregoing.
- 4. <u>Binding Effect; Governing Law.</u> This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Trademark Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) and decisions laws of the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

(Signature page follows.)

73839588.1

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

WELLS FARGO CAPITAL FINANCE, LLC

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Title: Tts Anthoned Significations

[Signature Page to Nunc Pro Tunc Assignment of Trademarks]

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SCHEDULE I

Trademark	Registration Number	Registration Date
STANDING GUARD SINCE 1889	3311991	10/16/2007
KEYSTONE	3355631	12/18/2007
MONARCH	3487353	08/19/2008

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RECORDED: 12/27/2018

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