

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Consolidated Industries, Inc.		12/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	10 South Wacker Drive, 13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4515678	SAFEGUARD	
Registration Number:	3311991	STANDING GUARD SINCE 1889.	
Registration Number:	2722679	KEYSTONE LG	
Registration Number:	2878013	CROSS LOCK	
Registration Number:	3355631	KEYSTONE	
Registration Number:	3487353	MONARCH	
Registration Number:	2005747		
Registration Number:	1938788	RED BRAND	
Registration Number:	1270562	TEX-BALE	
Registration Number:	1092660	KEEPSAFE	
Registration Number:	1197052	THE MOST RESPECTED NAME IN FARM FENCE	
Registration Number:	1410118	THE MOST RESPECTED NAME IN FARM FENCE	
Registration Number:	1321770	KING RANCH	
Registration Number:	1080778	SAVAGE	
Registration Number:	0951688	K	
Registration Number:	0297991		
Registration Number:	0555298	"RED BRAND"	
Registration Number:	0928544	KEYMESH	
Registration Number:	0717732	KEYDECK	
TRADEMARK			

OP \$815.00 4515678

Property Type	Number	Word Mark
Registration Number:	0617363	KEYLINE
Registration Number:	0622004	
Registration Number:	0523557	KEYMESH
Registration Number:	0198437	
Registration Number:	0196929	
Registration Number:	0196928	
Registration Number:	0196927	
Registration Number:	0196925	
Registration Number:	0141481	
Registration Number:	0125561	
Registration Number:	0122493	DEFENDER
Registration Number:	0122496	"RUTHLESS"
Registration Number:	0058221	SQUARE DEAL

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.378
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	12/31/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of December, 2018, by and between **KEYSTONE CONSOLIDATED INDUSTRIES, INC.**, a Delaware corporation ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 31, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Engineered Wire Products, Inc., an Ohio corporation ("EWP"), Keystone Bar Products, Inc., a Delaware corporation ("KCI"), F V Steel and Wire Company, a Wisconsin corporation ("F V Steel"), EWP New Mexico LLC, a Delaware limited liability company ("EWP-NM"), Liberty Steel Georgetown Inc., a Delaware corporation ("LSG"), and Strand-Tech Manufacturing, Inc., a South Carolina corporation ("STM"; Grantor, EWP, KCI, F V Steel, EWP-NM, LSG and STM are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), Liberty Steel Holdings USA Inc., a Delaware corporation, the lenders party thereto as "Lenders", Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the "Agent"), and Wells Fargo and BMO Harris Bank, a national banking association ("BMO"), as Co-Collateral Agents, as Co-Syndication Agents, as Joint Lead Arrangers, and as Joint Book Runners, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 31, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I, provided that the Trademark Collateral shall not include any 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 registrability of such applications or the validity or enforceability of registrations issuing from such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) (or any successor provision) or a statement of use under 15 U.S.C. Section 1051(d), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and

remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

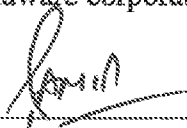
8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KEYSTONE CONSOLIDATED INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Samir Kalra
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: Chris Hedeman
Name: Chris Hedeman
Title: Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006513 FRAME: 0159

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Next Renewal
US	KEYSTONE LG design	Registered	78/087537	09-Oct-2001	2722679	03-Jun-2003	03-Jun-2023
US	CROSS LOCK	Registered	78/245038	02-May-2003	2878013	24-Aug-2004	24-Aug-2024
US	STANDING GUARD SINCE 1889	Registered	78/844408	23-Mar-2006	3311991	16-Oct-2007	16-Oct-2027
US	KEYSTONE	Registered	77/146108	02-Apr-2007	3355631	18-Dec-2007	18-Dec-2027
US	MONARCH	Registered	77/233335	19-Jul-2007	3487353	19-Aug-2008	19-Aug-2028
US	SAFEGUARD	Registered	85/787858	27-Nov-2012	4515678	15-Apr-2014	15-Apr-2020
US	KEEPSAFE	Registered	73/133760	13-Jul-1977	1092660	6-June-1978	6-June-2028
US	RED COLORED BARBED WIRE	Registered	71/664320	12-Apr-1954	622004	28-Feb-1956	28-Feb-2026
US	RED BRAND	Registered	71/593319	31-Dec-1949	555298	26-Feb-1952	26-Feb-2022
US	KEYMESH	Registered	72/375441	06-Nov-1970	928544	08-Feb-1972	08-Feb-2022
US	K SYMBOL	Registered	72/386716	18-Mar-1971	951688	30-Jan-1973	30-Jan-2023
US	THE MOST RESPECTED NAME IN FARM FENCE	Registered	73/544614	24-Jun-1985	1410118	23-Sep-1986	23-Sep-2026
US	TWISTED WIRE FENCE STAYS WITH RED TOP	Registered	71/327695	03-Jun-1932	297991	11-Oct-1932	11-Oct-2022

US	RED BRAND	Registered	74/617786	04-Jan-1995	1938788	28-Nov-1995	28-Nov-2025
US	RED STRAND IN WIRE	Registered	74/675856	17-May-1995	2005747	08-Oct-1996	08-Oct-2026
US	KEYLINE	Registered	71/680390	24-Jan-1955	617363	13-Dec-1955	13-Dec-2025
US	SAVAGE	Registered	73/123662	21-Apr-1977	1080778	03-Jan-1978	03-Jan-2028
US	DEFENDER	Registered	71/106208	12-Sep-1917	122493	20-Aug-1918	20-Aug-2028
US	RUTHLESS	Registered	71/106204	12-Sep-1917	122496	20-Aug-1918	20-Aug-2028
US	KEYDECK	Registered	72/107949	01-Nov-1960	717732	04-Jul-1961	04-Jul-2021
US	FENCE WITH RED TOP PORTION	Registered	71/132498	17-May-1920	141481	26-Apr-1921	26-Apr-2021
US	DRAWING OF WIRE FENCE (ORANGE)	Registered	71/204410	25-Oct-1924	196928	31-Mar-1925	31-Mar-2025
US	FENCE WITH YELLOW UPPER PORTION	Registered	71/204409	25-Oct-1924	196927	31-Mar-1925	31-Mar-2025
US	FENCE WITH BLACK UPPER PORTION	Registered	71/204407	25-Oct-1924	196925	31-Mar-1925	31-Mar-2025
US	SQUARE DEAL	Registered	71/018378	30-Mar-1906	58221	11-Dec-1906	11-Dec-2026
US	RED TOP FENCE POST	Registered	71/109939	03-Apr-1918	125561	27-May-1919	27-May-2019
US	FENCE WITH BLUE BAND	Registered	71/204411	25-Oct-1924	196929	31-Mar-1925	31-Mar-2025
US	KEYMESH	Registered	71/568261	05-Nov-1948	523557	04-Apr-1950	04-Apr-2020
US	FENCE WITH WHITE UPPER PORTION	Registered	71/204412	25-Oct-1924	198437	19-May-1925	19-May-2025
US	THE MOST RESPECTED NAME IN FARM FENCE	Registered	73/277593	12-Sep-1980	1197052	01-Jun-1982	01-Jun-2022

US	TEX-BALE	Registered	73/411885	01-Feb-1983	1270562	20-Mar-1984	20-Mar-2024
US	KING RANCH	Registered	73/478510	26-Feb-1985	1321770	26-Feb-1985	26-Feb-2025
US	TOP HAND	Pending	87/745264	05-Jan-2018			17-01-2019 Sou due