

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DBM GLOBAL INC.		11/30/2018	Corporation: DELAWARE
SCHUFF STEEL MANAGEMENT COMPANY - SOUTHWEST, INC.		11/30/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	100 W. Washington St.
Internal Address:	15th FL, MAC S4101
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85003
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5090141	SCHUFF INTERNATIONAL
Registration Number:	5090143	SCHUFF INTERNATIONAL S I
Registration Number:	5043168	SCHUFF UNIVERSITY
Registration Number:	5090144	SCHUFF UNIVERSITY FAMILY · INTEGRITY · S
Registration Number:	5094572	SCHUFF STEEL
Registration Number:	5090140	SCHUFF STEEL SS

CORRESPONDENCE DATA

Fax Number:

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: (212) 318-6532
 Email: alanagramer@paulhastings.com
 Correspondent Name: Alana Gramer
 Address Line 1: 200 Park Avenue
 Address Line 2: Paul Hastings LLP
 Address Line 4: New York, NEW YORK 10166

OP \$165.00 5090141

ATTORNEY DOCKET NUMBER:	1020026 TM
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	11/30/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made this 30th day of November, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, successor in interest to Wells Fargo Credit, LLC, formerly known as Wells Fargo Credit, Inc., as lender (together with its successors and assigns in such capacity, the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among DBM Global Inc., a Delaware corporation, formerly known as Schuff International, Inc., the other Persons listed on the signature pages thereof as “Borrowers” (each, a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”) and the Lender, the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to the Lender, for the benefit of the Lender and the Bank Product Providers, this Patent 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, each 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 Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender, for the benefit of the Lender and each of the Bank Product Providers, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such 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;

(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 such 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 the right to receive 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 OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantors, or any of them, to the Lender or the Bank Product Providers, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **CREDIT AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, for the benefit of the Lender and the Bank Product Providers, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement, the Credit Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 the Lender'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.

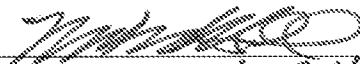

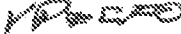
7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 8.13 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

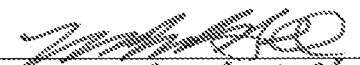
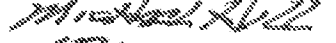
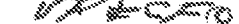
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DBM GLOBAL INC.,
a Delaware corporation, formerly known as
Schuff International, Inc., as a Grantor

By: 
Name: 
Title: 

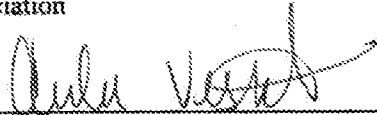
**SCHUFF STEEL MANAGEMENT
COMPANY – SOUTHWEST, INC.,**
a Delaware corporation, as a Grantor

By: 
Name: 
Title: 

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 

Name: Amber Vestal




Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006541 FRAME: 0918**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

OWNER NAME	NAME/TITLE	DESCRIPTION OF IP	APPLICATION/REGISTRATION No.	FILING DATE	REGISTRATION DATE
DBM Global Inc.	SCHUFF INTERNATIONAL®	U.S. Service Mark	Reg. No: 5,090,141 Intl Classes: 37, 40, 42	Apr 1, 2016	Nov 29, 2016
DBM Global Inc.	 SCHUFF INTERNATIONAL ®	U.S. Service Mark	Reg. No: 5,090,143 Intl Classes: 37, 40, 42	Apr 1, 2016	Nov 29, 2016
DBM Global Inc.	SCHUFF UNIVERSITY®	U.S. Service Mark	Reg. No: 5,043,168 Intl Classes: 41	Apr 1, 2016	Sept 13, 2016
DBM Global Inc.	 ®	U.S. Service Mark	Reg. No: 5,090,144 Intl Classes: 41	Apr 1, 2016	Nov 29, 2016
DBM Global Inc.	SCHUFF STEEL®	U.S. Service Mark	Reg. No: 5,094,572 Intl Classes: 37, 40, 42	Apr 1, 2016	Dec 6, 2016
DBM Global Inc.	 SCHUFF STEEL ®	U.S. Service Mark	Reg. No: 5,090,140 Intl Classes: 37, 40, 42	Apr 1, 2016	Nov 29, 2016
Schuff Steel Management Company-Southwest, Inc.	ON-TIME STEEL MANAGEMENT - SOUTHWEST	AZ Trade Name	Reg. No: 555827	Jul 17, 2002	Sept 17, 2012

TRADE NAMES

None.

COMMON LAW TRADEMARKS

None.

TRADEMARKS NOT CURRENTLY IN USE

None.

TRADEMARK LICENSES

None.