

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509072

| | | | |
|---|---|--------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Merfish Pipe & Supply, LP | | 02/01/2019 | Limited Partnership: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Citizens Bank, National Association | | |
| Street Address: | 28 State Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02109 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2063894 | MUSTANG TRUCKING COMPANY | |
| Registration Number: | 5043995 | M QUALITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1044820 | | |
| NAME OF SUBMITTER: | Matthew R. Pierce | | |
| SIGNATURE: | /Matthew R. Pierce/ | | |
| DATE SIGNED: | 02/07/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of February 1, 2019, is made by and between Merfish Pipe & Supply, LP, a Texas limited partnership (the "Company"), and **CITIZENS BANK, N.A.**, a national banking association as administrative agent and collateral agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below).

Recitals

A. The Company and Agent, among others, are parties to a certain Loan and Security Agreement, dated as of the date hereof, by and among the Company, the Agent and the other parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of the Borrowers.

B. As a condition to extending credit to or for the account of the Borrowers, Lenders have required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all past, present and future: (i) trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world, including, without limitation, the marks listed on Exhibit A, (ii) license agreements related to any of the foregoing and income therefrom, (iii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing, (iv) the right to sue for all past, present and future infringements of any of the foregoing and (v) all common law and other rights throughout the world in and to all of the foregoing.

2. Security Interest. To secure the prompt payment and performance to Agent and each Secured Party of the Obligations, the Company hereby grants to Agent for the benefit of itself and each Secured Party a continuing Lien upon all of the Trademarks of the Company (other than Excluded Property), whether now owned or existing or hereafter created, acquired or arising and wheresoever located (the "Security Interest").

3. Loan and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and the Company hereby acknowledges and agrees that the representations, warranties, and covenants with respect to Trademarks and rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Loan Agreement.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon Payment in Full of the Obligations, or as otherwise provided in the Loan Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Lien on the Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement will be governed by and construed in accordance with the domestic laws of the state of New York without giving effect to any choice or conflict of law provision or rule (whether of the state of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the state of New York.

[SIGNATURE PAGE FOLLOWS]

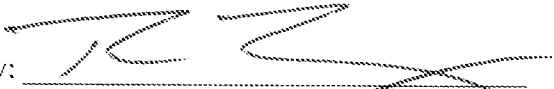
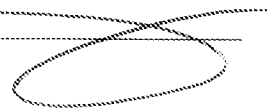
IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

MERFISH PIPE & SUPPLY, LP,
as the Company

By: Merfish Pipe & Supply Management,
LLC, its General Partner

By: 
Name: Gerald Merfish
Title: Executive Manager

**CITIZENS BANK, NATIONAL
ASSOCIATION,**
as Agent

By: 
Name: Richard Norberg
Its: Vice President 

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006553 FRAME: 0849

EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

| TRADEMARKS | OWNER | APPLICATION / FILING DATE | APPLICATION / REGISTRATION NO. |
|--------------------------|------------------------------|---|---|
| Mustang Trucking Company | Merfish Pipe & Supply, LP | June 20, 1995/May 20, 1997 | 74691049/2,063,894 |
| M Quality | Merfish Pipe & Supply, LP | September 09, 2015/September 20, 2016 | 86751754/5,043,995 |