

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment and Confirmation of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE D.S. BROWN COMPANY		01/24/2019	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: Commercial Bankin		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85659166	DECKGUARD	
Serial Number:	85660353	D.S. BROWN	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665791		
Email:	Jennifer.Hardy@thompsonhine.com		
Correspondent Name:	David D. Thomas, Esq.		
Address Line 1:	3900 Key Center		
Address Line 2:	127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	David D. Thomas		
SIGNATURE:	/s/ David D. Thomas		
DATE SIGNED:	02/07/2019		
Total Attachments: 8			
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SECOND AMENDMENT AND CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND AMENDMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 24th day of January, 2019 by and between THE D.S. BROWN COMPANY, an Ohio corporation ("Pledgor"), and KEYBANK NATIONAL ASSOCIATION, as the Administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WHEREAS, Gibraltar Industries, Inc., a Delaware corporation, and Gibraltar Steel Corporation of New York, a New York corporation (collectively, the "Borrowers" and, individually, each a "Borrower"), the lenders party thereto and the Administrative Agent entered into that certain Fifth Amended and Restated Credit Agreement, dated as of December 9, 2015 (the "Fifth Amended Credit Agreement");

WHEREAS, the Borrowers are entering into that certain Sixth Amended and Restated Credit Agreement, dated as of January 24, 2019, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender"), and the Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

WHEREAS, Pledgor executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of October 11, 2011, as amended and confirmed pursuant to that certain Amendment and Confirmation of Intellectual Property Security Agreement, dated as of December 9, 2015 (the "IP Agreement"), wherein Pledgor granted to the Administrative Agent, for the benefit of the lenders referenced therein, a security interest in all of Pledgor's intellectual property;

WHEREAS, the Credit Agreement amends and restates in its entirety the Fifth Amended Credit Agreement and, upon the effectiveness of the Credit Agreement, the IP Agreement shall secure the Secured Obligations, as defined in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accomodation granted to Pledgor by the Administrative Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Amendments to IP Agreement.

(a) Amendment to Recitals. The IP Agreement is hereby amended to delete the first paragraph of Section 1 (Recitals) therefrom and to insert in place thereof the following:

1. Recitals.

Gibraltar Industries, Inc., a Delaware corporation, and Gibraltar Steel Corporation of New York, a New York corporation (together with their respective successors and assigns, collectively, the “Borrowers” and, individually, each a “Borrower”), are entering into that certain Sixth Amended and Restated Credit Agreement, dated as of January 24, 2019, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”), and the Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the “Credit Agreement”). Pledgor desires that the Lenders continue to grant to the Borrowers the financial accommodations as described in the Credit Agreement.

(b) Amendment to Definitions. Section 2 of the IP Agreement is hereby amended to delete the definition of “Obligations” therefrom, and to insert in place thereof the following:

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Credit Parties to the Administrative Agent, the Swing Line Lender, any Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans and all obligations of the Borrowers or any other Credit Party pursuant to Letters of Credit, including without limitation all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceeding with respect to a Borrower, whether or not such interest or expenses are allowed as a claim in such proceeding; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

(c) Deletion from Definitions. Section 2 of the IP Agreement is hereby amended to delete the definition of “Diamond Perforated Guaranty” therefrom.

(d) Amendment to Schedule 1. The IP Agreement is hereby amended to delete Schedule 1 therefrom and to insert in place thereof a new Schedule 1 in the form of Schedule 1 hereto.

2. Confirmation of Security Interests.

(a) Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder.

(b) Pledgor hereby acknowledges and agrees that the Credit Agreement amends and restates the Fifth Amended Credit Agreement, but does not terminate or replace the Fifth Amended Credit Agreement. All of the Secured Obligations arising under the Fifth Amended Credit Agreement and the IP Agreement shall continue as Secured Obligations under the Credit Agreement, except as amended by the Credit Agreement, and shall be secured, along with all Secured Obligations and any future indebtedness owing under the Credit Agreement, by the security interests granted under the IP Agreement. Except as specifically set forth in the Credit Agreement, none of the Secured Obligations arising under the Fifth Amended Credit Agreement and IP Agreement are satisfied, repaid or released by the execution of the Credit Agreement.

3. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and permitted assigns, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent, on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

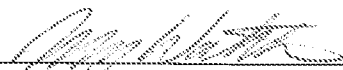
6. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any such action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Second Amendment and Confirmation of Intellectual Property Security Agreement as of the date first set forth above.

THE D.S. BROWN COMPANY

By: 
Jeffrey Watorek
Vice President, Secretary and Treasurer

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Mark F. Wachowiak
Senior Vice President

Signature Page to Second Amendment and Confirmation of
Intellectual Property Security Agreement

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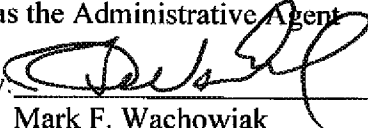
JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

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THE D.S. BROWN COMPANY

By: _____
Jeffrey Watorek
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KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By:  _____
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Senior Vice President

Signature Page to Second Amendment and Confirmation of
Intellectual Property Security Agreement

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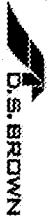
SCHEDULE 1

See attached.

The D.S. Brown Company Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
DELASTIC	DELASTIC	Registered	10/14/1997	2,104,782	75/082,079	USA	IC 017	Performed elastomeric compression sealant strips for concrete pavement.
DELASTIC-LS	DELASTIC-LS	Registered	7/13/2010	3,816,291	77/657,458	USA	IC 017	Two-part urethane sealant and primer, sold together as a unit, for use on engineered joints on bridges and roads.
STEELFLEX	STEELFLEX	Registered	5/20/1997	2,062,964	75082004	USA	IC 006	Strip seal expansion joint systems composed of steel profiles, reinforcing steel, steel anchors and neoprene glands, sold as a unit.
EXODERMIC	EXODERMIC	Registered	8/5/2003	2,747,531	75/642,180	USA	IC 042	Consultation and Providing Information related to composite bridge and decks comprised of unfilled grid and structural slab.
DECKGUARD	DECKGUARD	Registered	9/23/2014	4607928	85659166	USA	IC 019	Two component waterproofing sprayable membrane for bridge components

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D.S. Brown		Registered	9/24/2013	4405569	85660353	USA	IC 006 IC 007 IC 017 IC 019 IC 042	Metal bridge decking, metal bridge railings, metal expansion joints for bridges in the nature of extruded metal rails and steel plates, and metal components for supporting bridges, namely, metal high load multi-rotational bearings and bronze and steel horizontal load bearings; Machines installing seals in expansion joints and to heat sealing cable wrapping; elastomeric polymer corrosion inhibiting sheet wrap for use on steel bridge cables, non-metal preformed compression seals for use in expansion joints, paved roads and bridge surfaces and architectural structures; non-metal neoprene sponge joint seals and non-metal elastomeric bearings for supporting bridge decking and elastomeric concrete and polymeric concrete patching compounds; Pourable asphalt-based concrete fillers and sealants; Engineering and design consulting services in the field of pavement, bridges, bridge bearings, compression seals and expansion joints
MATRIX PREMIX	<i>Matrix Premix</i>	Registered	1/15/2013	4276031	77696995	USA	IC 017	Pre-packaged bridge expansion joint filler
DELCRETE	DELCRETE	Registered	1/3/1989	1,518,915	73733176	USA	IC 019	Elastomeric concrete for construction of pavement joints.

TRADE MARK