

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503966

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:	Glas Americas LLC
Street Address:	3 Second Street
City:	Jersey City
State/Country:	NEW MEXICO
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2722679	KEYSTONE LG
Registration Number:	2878013	CROSS LOCK
Registration Number:	3311991	STANDING GUARD SINCE 1889.
Registration Number:	3355631	KEYSTONE
Registration Number:	3487353	MONARCH
Registration Number:	4515678	SAFEGUARD
Registration Number:	1092660	KEEPSAFE
Registration Number:	622004	
Registration Number:	555298	"RED BRAND"
Registration Number:	928544	KEYMESH
Registration Number:	951688	K
Registration Number:	1410118	THE MOST RESPECTED NAME IN FARM FENCE
Registration Number:	297991	
Registration Number:	1938788	RED BRAND
Registration Number:	2005747	
Registration Number:	617363	KEYLINE
Registration Number:	1080778	SAVAGE
Registration Number:	122493	DEFENDER
Registration Number:	122496	"RUTHLESS"

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	717732	KEYDECK
Registration Number:	141481	
Registration Number:	196928	
Registration Number:	196927	
Registration Number:	196925	
Registration Number:	58221	SQUARE DEAL
Registration Number:	125561	
Registration Number:	196929	
Registration Number:	523557	KEYMESH
Registration Number:	198437	
Registration Number:	1197052	THE MOST RESPECTED NAME IN FARM FENCE
Registration Number:	1270562	TEX-BALE
Registration Number:	1321770	KING RANCH

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	060367-0012
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/31/2018

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of GLAS AMERICAS LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain First Lien Bridge Credit Agreement dated as of November 30, 2018 by and among Liberty Steel Holdings USA Inc., a Delaware corporation, (the "Borrower") and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a First Lien Bridge Security Agreement dated as of December 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect

to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

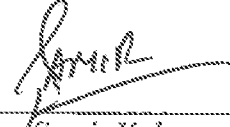
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

KEYSTONE CONSOLIDATED INDUSTRIES, INC.

By: 
Name: Samir Kalra
Title: Secretary

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

AGENT:

GLAS AMERICAS LLC,
as Collateral Agent

By: 
Name: ADAM BERMAN
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006565 FRAME: 0907

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Next Renewal
AU	RED BRAND	Registered	1057541	27-May-2005	1057541	07-Aug-2006	27-May-2025
AU	KEEPSAFE	Registered	1057543	27-May-2005	1057543	07-Aug-2006	27-May-2025
AU	SQUARE DEAL	Registered	1058699	03-Jun-2005	1058699	22-May-2006	03-Jun-2025
CA	CROSS LOCK	Registered	1178508	20-May-2003	TMA615859	28-Jul-2004	28-Jul-2019
CA	RED BRAND	Registered	772556	10-Jan-1995	TMA457387	17-May-1996	17-May-2026
CA	RUTHLESS	Registered	782919	16-May-1995	TMA462747	30-Aug-1996	30-Aug-2026
CA	DEFENDER	Registered	782918	16-May-1995	TMA461772	23-Aug-1996	23-Aug-2026
CA	MONARCH	Registered	0772563	10-Jan-1995	TMA461612	23-Aug-1996	23-Aug-2026
CA	SQUARE DEAL	Registered	772557	10-Jan-1995	TMA458510	31-May-1996	31-May-2026
CA	RED STRAND IN WIRE DESIGN (The mark is claiming "red" as color)	Registered	772558	10-Jan-1995	TMA484966	29-Oct-1997	29-Oct-2027
CA	RED COLORED BARB design (The mark is claiming "red" as color)	Registered	772559	10-Jan-1995	TMA484963	29-Oct-1997	29-Oct-2027

CA	GALVANNEALE D	Registered	0116481	21-Nov- 1923	TMDA03474 9	29-Dec-1923	29-Dec- 2033
CA	FENCE POST (design with red top - claiming "red" as color)	Registered	330735	05-Mar- 1970	178166	03-Sep-1971	03-Sep- 2030
CA	KEYSTONE	Registered	1133253	06-Mar- 2002	TMA621139	30-Sep-2004	30-Sep- 2019
CA	FENCE DESIGN- RED BRAND	Registered	0120541	12-Sep- 1924	TMDA03665 4	13-Nov-1924	13-Nov- 2019
CN	RED BRAND	Registered	5510402	31-Jul- 2006	5510402	07-Dec-2009	06-Dec- 2019
EM	SQUARE DEAL	Registered	4264677	01-Mar- 2005	4264677	28-Feb-2006	01-Mar- 2025
EM	RUTHLESS	Registered	4265311	01-Mar- 2005	4265311	28-Feb-2006	01-Mar- 2025
EM	DEFENDER	Registered	4265252	01-Mar- 2005	4265252	28-Feb-2006	01-Mar- 2025
EM	CROSS LOCK	Registered	4265138	01-Mar- 2005	4265138	27-Mar-2006	01-Mar- 2025
EM	YARD GARDEN & KENNEL	Registered	004264917	01-Mar- 2005	004264917	23-Feb-2007	01-Mar- 2025
EM	MONARCH	Registered	4264701	01-Mar- 2005	4264701	28-Feb-2006	01-Mar- 2025
EM	RED BRAND	Registered	004264537	01-Mar- 2005	004264537	28-Feb-2006	01-Mar- 2025
GB	SAFEGUARD	Registered	2648795	21-Jan- 2013	2648795	19-Jul-2013	21-Jan- 2023
HK	RED BRAND	Registered	300685530	21-Jul- 2006	300685530	14-Feb-2007	20-Jul- 2026
HK	SQUARE DEAL	Registered	300685521	21-Jul- 2006	300685521	14-Feb-2007	20-Jul- 2026
IE	SAFEGUARD	Registered	2013/00113	21-Jan- 2013	249077	01-Feb-2014	20-Jan- 2023
JP	RED BRAND	Registered	2005- 055852	21-Jun- 2005	4935182	10-Mar-2006	10-Mar- 2026
JP	KEEPSAFE	Registered	2005- 055853	21-Jun- 2005	4945104	14-Apr-2006	14-Apr- 2026
JP	SQUARE DEAL	Registered	2005- 055854	21-Jun- 2005	4935183	10-Mar-2006	10-Mar- 2026

MX	RED BRAND	Registered	222327	23-Jan-1995	487523	18-Apr-1995	23-Jan-2025
MX	RUTHLESS	Registered	222326	23-Jan-1995	489295	26-Apr-1995	23-Jan-2025
MX	DEFENDER	Registered	222328	23-Jan-1995	487524	18-Apr-1995	23-Jan-2025
MX	MONARCH	Registered	257486	19-Mar-1996	521342	26-Apr-1996	19-Mar-2026
MX	KEYTWIST	Registered	257485	19-Mar-1996	521341	26-Apr-1996	19-Mar-2026
MX	SQUARE DEAL	Registered	257487	19-Mar-1996	521343	26-Apr-1996	19-Mar-2026
MX	RED STRAND IN WIRE	Registered	222324	23-Jan-1995	938173	14-Jun-2006	23-Jan-2025
MX	RED COLORED BARB	Registered	222325	23-Jan-1995	938174	14-Jun-2006	23-Jan-2025
NZ	RED BRAND	Registered	730326	27-May-2005	730326	27-May-2005	27-May-2025
NZ	SQUARE DEAL - New Zealand	Registered	730329	27-May-2005	730329	27-May-2005	27-May-2025
NZ	SAFEGUARD	Registered	970429	13-Dec-2012	970429	02-Jul-2013	27-Nov-2022
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