

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metal Resources Holdings, LLC		03/22/2019	Limited Liability Company: DELAWARE
Metal Resources Steel Framing, LLC		03/22/2019	Limited Liability Company: DELAWARE
Coil Processors, LLC		03/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bluehenge Capital Secured Debt SBIC, L.P.		
Street Address:	301 Main Street, Suite 920		
Internal Address:	c/o Bluehenge Capital Partners		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70825		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5070959	BUILDSMART	
Registration Number:	5032631	MRI SMART	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	508694-1		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		

OP \$65.00 5070959

DATE SIGNED:	03/22/2019
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of March 22, 2019, is made by Metal Resources Holdings, LLC, Metal Resources Steel Framing, LLC, and Coil Processors, LLC, each a Delaware limited liability company (individually and collectively, as the case may be, the “Grantor”), in favor of Bluehenge Capital Secured Debt SBIC, L.P. (the “Secured Party”).

WHEREAS, Grantor and the Secured Party have entered into a Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. Secured Party may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this IP Security Agreement. Any party sending an executed counterpart of a signature page to this IP Security Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to Secured Party within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 7. Intercreditor Agreement. The rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement dated as of the date hereof by and among Senior Lender, the Grantor, and the Secured Party to the

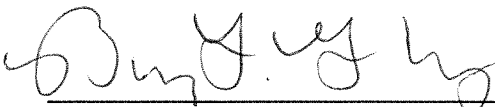
“Maximum Senior Loan Obligations” (as defined in the Intercreditor Agreement) owed by the Grantor pursuant to and in connection with the Senior Credit Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

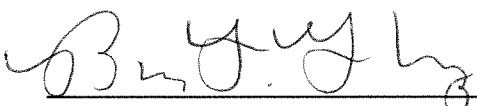
IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTOR:


METAL RESOURCES HOLDINGS, LLC

By: 
Name: Bryan Grabowsky
Title: Vice President

METAL RESOURCES STEEL FRAMING, LLC

By: 
Name: Bryan Grabowsky
Title: Vice President

COIL PROCESSORS, LLC

By: 
Name: Bryan Grabowsky
Title: Vice President

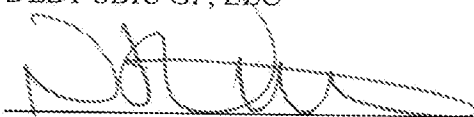
Address for Notices:

Metal Resources Holdings, LLC
15 Salt Creek Lane, Suite 412
Hinsdale, IL 60521
Facsimile No.: 630-568-5979
Attention: William R. Wilson

SECURED PARTY:

BLUEHENGE CAPITAL SECURED DEBT SBIC,
L.P.

By: BLUEHENGE CAPITAL SECURED
DEBT SBIC GP, LLC

By: 
Name: Nemesio J. Viso
Title: Managing Member

Address for Notices:
c/o Bluehenge Capital Partners
301 Main Street, Suite 920
Baton Rouge, LA 70825
Attention of: Nemesio J. Viso
Facsimile No.: (866) 530-4333
E-mail: njviso@bluehenge.com

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

<u>Owner of Record</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Metal Resources, Inc.	BUILDSMART	5,070,959	11/1/2016
Metal Resources, Inc.	MRI SMART	5,032,631	08/30/2016

SCHEDULE C
COPYRIGHTS

None.