

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larpen Supply Co., Inc.		07/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4217630	GRAPH-HEX	
Registration Number:	4217632	GRAPH-HEX	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-19065		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	08/01/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Agreement**”) made as of this 31st day of July, 2019 by LARPEN SUPPLY CO., INC., a Delaware corporation (the “**Grantor**”), in favor of PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the Lenders (“**Agent**”).

W I T N E S S E T H

WHEREAS, LARPEN SUPPLY CO., INC., a Wisconsin corporation (“**Larpen**”, together with each Person party to the Loan Agreement (as defined below) as a borrower from time to time, collectively, the “**Borrowers**”), TNT PROPERTIES LLC, a Wisconsin limited liability company (“**TNT Properties**” and together with each Person joined thereto as a guarantor from time to time, collectively, the “**Guarantors**”, and each a “**Guarantor**” and together with the Borrowers, collectively the “**Loan Parties**” and each a “**Loan Party**”), the financial institutions which are party thereto (collectively, with PNC, the “**Lenders**” and each individually a “**Lender**”) and Agent entered into that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or replaced from time to time, the “**Loan Agreement**”), whereby Lenders agreed to make certain financial accommodations available to Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Loan Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, copyrights, trademarks (or any application in respect of the foregoing), and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. Article IV of the Loan Agreement and the terms and provisions of such Article IV are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks”; such copyrights and copyright applications, the “Copyrights”; and such patents and patent applications, the “Patents”), in each case, together with any reissues, continuations or extensions thereof, and all of

the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent or Copyright; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark; provided that the foregoing shall not include (x) any intent-to-use application for the registration of any trademark or similar application prior to the filing, and acceptance by the U.S. Patent and Trademark Office, of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period, in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use application or similar application (or any trademark registration resulting therefrom) under Applicable Law or (y) any other Excluded Assets.

3. [Reserved].

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of any Grantor identified in a written notice provided by a Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

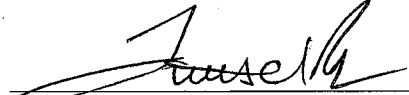
7. Governing Law. The governing law and venue provisions set forth in Section 16.1 of the Loan Agreement are incorporated herein by reference.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Section 13.2 thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LARPEN SUPPLY CO., INC.

By: 
Name: Timothy H. Reynolds
Title: President

[Signature Page to IP Security Agreement (Larpen)]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Luke Tripodi

Title: Senior Vice President

[Signature Page to IP Security Agreement (Larpen)]

TRADEMARK
REEL: 006709 FRAME: 0515

SCHEDULE 1

Trademarks

<u>2</u> <u>Trademarks</u>		<u>Ownership</u>	<u>Country of Registration</u>	<u>Registration/Application Number</u>	<u>Date of Registration/Application</u>
GRAPH-HEX	standard character mark	Larpen Supply Co., Inc. (correction from Larpen Metallurgical Service in process)	USA	4217630/85554381	10-2-2012/2-28-2012
GRAPH-HEX	design mark	Larpen Supply Co., Inc. (correction from Larpen Metallurgical Service in process)	USA	4217632/85554388	10-2-2012/2-28-2012

SCHEDULE 1 CONT'D

Copyrights

None.

SCHEDULE 1 CONT'D

Patents

None.

TRADEMARK

REEL: 006709 FRAME: 0518

RECORDED: 08/01/2019