

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	US Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merchants Metals LLC		02/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	166 Mercer Street, Suite 2-R		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3333595	ADC MANUFACTURING SOLUTIONS IN STAMPING,	
Registration Number:	3302007	ARMORLINK	
Registration Number:	776472	COLORBOND	
Registration Number:	3222118	COLORBOND	
Registration Number:	4268075	EVERGUARD	
Registration Number:	4987446	FE-FENCE ESTIMATOR	
Registration Number:	2879143	GUARDSMAN	
Registration Number:	3120166	M MERCHANTS METALS THE FIRST NAME IN FEN	
Registration Number:	1927697	M MERCHANTS METALS THE FIRST NAME IN FEN	
Registration Number:	3196591	NATURELINK	
Registration Number:	1452914	PRIVA / LINK	
Registration Number:	2766892	PRIVA-MAX	
Registration Number:	2784329	SECURE-GUARD	
Registration Number:	3127980	SECURE-SET	
Registration Number:	2788848	SECURE-TRAC	
Registration Number:	2784330	SECURE-WELD	
Registration Number:	3493757	TANGORAIL	
Registration Number:	4021895	TUF-GRID	
Registration Number:	3414260	TUF-GUARD	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1231633	TUF-LINK
Registration Number:	3089370	TUF-POST
Registration Number:	3076708	TUF-TEMP
Registration Number:	1763694	TUF-WOOD
Registration Number:	1667345	VINTAGE SQUARE

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	4433117-0288-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	02/26/2021

Total Attachments: 8
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US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 26th day of February, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually, “Grantor”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S E T H:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of February 26, 2021 (as amended, restated, supplemented, and/or otherwise modified from time to time, the “Term Loan Agreement”) by and among FENCING SUPPLY GROUP ACQUISITION PARENT, LLC, a Delaware limited liability company (“Parent”), FENCING SUPPLY GROUP ACQUISITION, LLC, a Delaware limited liability company (“Fencing Supply” or the “Borrower”), Merchants Metals LLC, a Delaware limited liability company, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrower as provided for in the Term Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of February 26, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Term Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each

member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks (excluding US intent-to-use applications of the kind described in clause (v) of the definition of Excluded Property) and Trademark Intellectual Property Licenses to which it is a party including the US Trademark registrations and applications referred to on Schedule I (expressly excluding any “intent to use” Trademarks);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give written notice, on or before the next Quarterly Update Date, with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify

this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall, upon request by any other party, deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. AGENT PROTECTIONS. All rights, benefits, protections, indemnities and immunities afforded to the Agent in the Term Loan Agreement shall be afforded to the Agent in connection with the performance of its obligations hereunder, as applicable, as if such rights, benefits, protections, indemnities and immunities were set forth in full herein, *mutatis mutandis*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MERCHANTS METALS LLC

By: 

Name: Anna J. Walker

Party: Chief Financial Officer

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 007205 FRAME: 0277

ACCEPTED AND ACKNOWLEDGED BY:

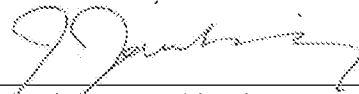
AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: _____


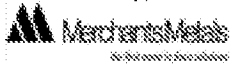
Name: Jessica A. Jankiewicz

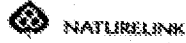
Title: Assistant Vice President



SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	Grantor	Reg. Date	Reg. No.
ADC MANUFACTURING SOLUTIONS IN STAMPING, CASTING AND COATING & Design 	USA	Merchants Metals LLC	11/13/2007	3333595
ARMORLINK	USA	Merchants Metals LLC	10/2/2007	3302007
COLORBOND	USA	Merchants Metals LLC	9/8/1964	776472
COLORBOND	USA	Merchants Metals LLC	3/27/2007	3222118
EVERGUARD	USA	Merchants Metals LLC	1/1/2013	4268075
FE-FENCE ESTIMATOR	USA	Merchants Metals LLC	6/28/2016	4987446
GUARDSMAN	USA	Merchants Metals LLC	8/31/2004	2879143
M MERCHANTS METALS THE FIRST NAME IN FENCE SOLUTIONS & Design 	USA	Merchants Metals LLC	7/25/2006	3120166
M MERCHANTS METALS THE FIRST NAME IN FENCE & Design	USA	Merchants Metals LLC	10/17/1995	1927697

MERCHANTS METALS				
NATURELINK & Design 	USA	Merchants Metals LLC	1/9/2007	3196591
PRIVA / LINK	USA	Merchants Metals LLC	8/18/1987	1452914
PRIVA-MAX	USA	Merchants Metals LLC	9/23/2003	2766892
SECURE-GUARD	USA	Merchants Metals LLC	11/18/2003	2784329
SECURE-SET	USA	Merchants Metals LLC	8/8/2006	3127980
SECURE-TRAC	USA	Merchants Metals LLC	12/2/2003	2788848
SECURE-WELD	USA	Merchants Metals LLC	11/18/2003	2784330
TANGORAIL	USA	Merchants Metals LLC	8/26/2008	3493757
TUF-GRID	USA	Merchants Metals LLC	9/6/2011	4021895
TUF-GUARD	USA	Merchants Metals LLC	4/22/2008	3414260
TUF-LINK	USA	Merchants Metals LLC	3/22/1983	1231633
TUF-POST	USA	Merchants Metals LLC	5/9/2006	3089370
TUF-TEMP	USA	Merchants Metals LLC	4/4/2006	3076708
TUF-WOOD	USA	Merchants Metals LLC	4/6/1993	1763694
VINTAGE SQUARE	USA	Merchants Metals LLC	12/10/1991	1667345

Trade Names

None.

Common Law Trademarks

None.

Trademark Licenses

None.