

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Shore Supply Company, Inc.		06/30/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	14241 Dallas Parkway		
Internal Address:	Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5691133	STEEL WITH SPEED AND SERVICE	
Registration Number:	5690116	SWIFT	
Registration Number:	3471401	MANGALLOY	
Registration Number:	1443849	WEARALLOY SUPER CLAD	
Registration Number:	0692691	WEARALLOY	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan Poirier		
Address Line 1:	200 Public Square		
Address Line 2:	Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	75043-1		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		

OP \$140.00 5691133

DATE SIGNED:

08/20/2021

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of June 30, 2021, is made by and among NORTH SHORE SUPPLY COMPANY, INC. a Texas corporation (“NSSC”), GREENS BAYOU PIPE MILL, LP, a Texas limited partnership (“GBPM”), BAYOU PROCESSING AND STORAGE LP, a Texas limited partnership (“BPAS”, and together with NSSC, GBPM, and any entity that may hereafter become party to the Credit Agreement (as defined below) as a Borrower (as defined in the Credit Agreement), individually, a “the Companies” and collectively, the “the Companies”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”).

Recitals

A. The Companies, certain Affiliates and Related Parties of the Companies and Wells Fargo are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the “Credit Agreement”) dated as of the date hereof, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Borrowers (as defined in the Credit Agreement).

B. As a condition to extending credit to or for the account of the Borrowers, Wells Fargo has required the execution and delivery of this Agreement by the Companies.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents (as defined in the Credit Agreement) and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Companies’ right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“PTO” means the United States Patent and Trademark Office.

“Secured Obligations” means each and all of the following: (a) the Obligations (including any Bank Product Obligations) now or hereafter existing, whether for principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees, Lender Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), or otherwise, and (b) any and all reasonable and out-of-pocket expenses (including reasonable counsel fees and expenses) incurred by Secured Party in enforcing any rights under any Loan Document. Without limiting the generality of the foregoing, Secured Obligations shall include all amounts that constitute part of the Secured Obligations and would be owed by any Loan Party (as defined in the Credit Agreement) to Secured Party but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, reorganization, other Insolvency Proceeding or similar proceeding involving the Companies or any other Person; provided that, notwithstanding

anything to the contrary contained herein, the Secured Obligations shall exclude any Excluded Swap Obligation.

“Secured Party” means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Companies’ right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each other Secured Party) a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Secured Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of such Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Company represents, warrants and agrees as follows:

(a) **Existence; Authority**. Such Company is a corporation or limited partnership, as applicable, duly formed, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of such Company.

(b) **Patents**. Exhibit A accurately lists all Patents owned or controlled by such Company as of the date hereof, or to which such Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, such Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks**. Exhibit B accurately lists all Trademarks owned or controlled by the Companies as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which

there are no applications or registrations) which are not material to such Company's or any Affiliate's or Related Party's business(es). If after the date hereof, such Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to such Company's or any Affiliate's or Related Party's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Loan Parties.** As of the date hereof, no Loan Party or Related Party owns, controls, or has a right to have assigned to it any items that would, if such item were owned by such Company, constitute Patents or Trademarks. If after the date hereof any Loan Party or Related Party owns, controls, or has a right to have assigned to it any such items, then such Company shall promptly either: (i) cause such Loan Party or Related Party to assign all of its rights in such item(s) to such Company; or (ii) notify Wells Fargo of such item(s) and cause such Loan Party or Related Party to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Such Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Such Company (i) will have, at the time such Company acquires any rights in any material Patents or Trademarks hereafter arising, good and valid title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, such Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Such Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Such Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Such Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If such Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives such Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if such Company notifies Wells

Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, such Company shall pay Wells Fargo on demand the amount of all moneys expended and all out-of-pocket costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, such Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of such Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Companies, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Company under this Section 3, or, necessary for Wells Fargo, during the existence an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Such Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Secured Obligations.

(j) **Recording of Agreement.** Such Company expressly acknowledges and agrees that Wells Fargo may record this Agreement with the PTO. In addition, such Company hereby acknowledges and agrees that Wells Fargo may refile or re-record this Agreement with the PTO in connection with any modifications or updates to Exhibits A and B.

4. The Companies' Use of the Patents and Trademarks. Each Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) any Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement and the other Loan Documents.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, each Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo; provided that, upon payment in full of the Secured Obligations, Wells Fargo shall execute and deliver to the applicable Company, at such Company's expense, appropriate terminations and/or releases. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to any Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights any Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Company and Wells Fargo and their respective participants, successors and permitted assigns and shall take effect when signed by each Company and delivered to Wells Fargo, and each Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by a Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Secured Obligations.

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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

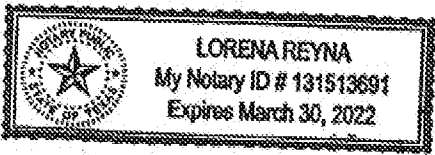
NORTH SHORE SUPPLY COMPANY, INC.

By: [Signature]
Name: Stanley D. Katz
Title: Executive Vice President and Chief Financial Officer

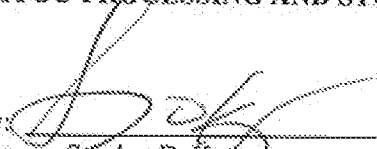
STATE OF Texas)
COUNTY OF Harris }

The foregoing instrument was acknowledged before me this 30th day of June, 2021, by Stanley D. Katz, the Executive Vice President and Chief Financial Officer of NORTH SHORE SUPPLY COMPANY, INC., a Texas corporation, on behalf of the company.

[Signature]
Notary Public




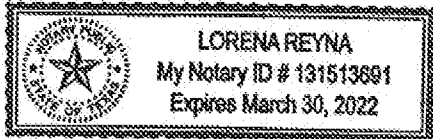
BAYOU PROCESSING AND STORAGE LP

By: 
Name: Stanley D. Katz
Title: Vice President

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this ____ day of June, 2021, by Stanley D. Katz, the Vice President of BAYOU PROCESSING AND STORAGE LP, a Texas limited partnership.


Notary Public



[Signature Page - Patent and Trademark Security Agreement]

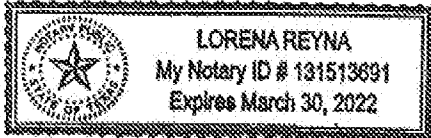
GREENS BAYOU PIPE MILL, LP

By: [Signature]
Name: Stanley D. Katz
Title: Vice President

STATE OF Texas)
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this ____ day of June, 2021, by Stanley D. Katz, the Vice President of GREENS BAYOU PIPE MILL, LP, a Texas limited partnership.

[Signature]
Notary Public

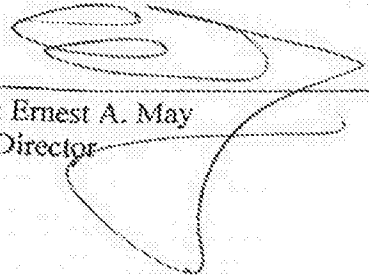


[Signature Page - Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007398 FRAME: 0773

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Ernest A. May
Title: Director

A handwritten signature in black ink, appearing to read 'Ernest A. May', is written over a horizontal line. The signature is stylized and extends downwards and to the right.

[Continuation of Signature Page - Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007398 FRAME: 0774

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
None		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
None			

UNITED STATES PATENT APPLICATIONS


<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
STEEL WITH SPEED AND SERVICE	5691133	March 5, 2019
	5690116	March 5, 2019
MANGALLOY	3471401	July 22, 2008
WEARALLOY SUPER CLAD	1443849	June 23, 1987
WEARALLOY	0692691	February 9, 1960

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None