

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PTC Alliance LLC		12/29/2021	Limited Liability Company: DELAWARE
Metal-Matic, Inc.		12/29/2021	Corporation: MINNESOTA
Enduro Industries LLC		12/29/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great Rock Capital Partners Management, LLC		
<b>Street Address:</b>	285 Riverside Avenue		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1361417	MM	
<b>Registration Number:</b>	781238	METAL-MATIC	
<b>Registration Number:</b>	4931578	METAL-MATIC, INC.	
<b>Registration Number:</b>	1049382	CPO	
<b>Registration Number:</b>	1047515	IHCP	
<b>Registration Number:</b>	4665587	PTC ALLIANCE	
<b>Registration Number:</b>	4665596	PTCALLIANCE	
<b>Serial Number:</b>	90249031	PTCLOGISTICS	
<b>Serial Number:</b>	90249087	PTCLOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	kareem.ansley@blankrome.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		
<b>Address Line 1:</b>	BLANK ROME LLP		

CH \$240.00 1361417

**Address Line 2:** 717 TEXAS AVENUE  
**Address Line 4:** HOUSTON, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	159335-01015
<b>NAME OF SUBMITTER:</b>	KAREEM ANSLEY
<b>SIGNATURE:</b>	/KAREEM ANSLEY/
<b>DATE SIGNED:</b>	12/29/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 29, 2021 (this “**Agreement**”) among **PTC Alliance LLC**, a Delaware limited liability company (“**PTC Alliance**”), **Metal-Matic, Inc.**, a Minnesota corporation (“**Metal-Matic**”), **Enduro Industries LLC**, a Delaware limited liability company (“**Enduro Industries**”), and any other Grantors from time to time party hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”), and **Great Rock Capital Partners Management, LLC**, as administrative agent (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”) for the Lenders under the below defined Loan Agreement.

Reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among PTC Alliance and Metal-Matic (PTC Alliance, Metal-Matic and each other entity that becomes a party thereto as a “**Borrower**” in accordance with the terms and conditions thereof, each a “**Borrower**” and collectively, the “**Borrowers**”), Holdings, PTC Tubular Products LLC, a Delaware limited liability company (“**PTC Tubular Products**”), Enduro Industries, Alliance Tubular Holdings LLC, a Delaware limited liability company (“**Alliance Tubular Holdings**”), Beaver Falls Tubular Products LLC, a Delaware limited liability company (“**Beaver Falls Tubular**”), Mid-West Mfg. LLC, a Delaware limited liability company (“**Mid-West Mfg.**”), and Alliance Tubular Products LLC, a Delaware limited liability company (“**Alliance Tubular Products**”; and together with Holdings, PTC Tubular Products, Enduro Industries, Alliance Tubular Holdings, Beaver Falls Tubular, Mid-West Mfg. and each other entity that becomes party thereto as a “**Guarantor**” in accordance with the terms and conditions thereof, each a “**Guarantor**” and collectively, the “**Guarantors**”), the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “**Lender**” and collectively, the “**Lenders**”), and Agent. The Lenders have agreed to make Term Loans to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. To secure the full payment and performance of all of the Obligations (whether now existing or hereafter arising), each Grantor, pursuant to the Loan Agreement, hereby collaterally assigns to Agent and grants to Agent, its successors and assigns, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title, and interest in and to the following properties, assets and rights, and in all similar properties, assets and rights that such Grantor has or is deemed by law to have rights in or the power to convey rights in, whether tangible or intangible, real or personal, now or hereafter owned, existing, acquired or arising and wherever now or hereafter located, whether or not eligible for lending purposes, and whether arising under United States, multinational or foreign laws or otherwise (collectively, the “**Trademark Collateral**”):

(a) all trademarks and service marks (including common law trademarks and service marks), trademark and service mark registrations and applications therefor, trade names, logos, brand names, slogans, product names, and other source identifiers (including all goodwill arising from the use of or associated with any of the foregoing) and trademark licenses, including those listed on Schedule I (the “**Trademarks**”);

(b) any registrations of the foregoing and applications to register the foregoing, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof;

(c) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(d) all extensions and renewals thereof and amendments thereto;

(e) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(f) all rights corresponding thereto throughout the world; and

(g) all rights to sue at law or in equity for any past, present or future infringement, misappropriation or other impairment thereof, including the right to receive and collect all proceeds and damages therefrom.

excluding, in each case of (a) through (g) any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable law. Notwithstanding anything contained in this Agreement to the contrary, the term “Trademark Collateral” shall not include, and the security interest granted hereunder shall not extend to, any Excluded Assets (as defined in the Loan Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail (or other electronic method


of transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Governing Law, Consent to Jurisdiction, and Jury Trial Waiver.  
**THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.15 AND 10.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first above written.


**PTC ALLIANCE LLC**, as a Grantor

By:   
Name: Steven A. Bogle  
Title: Vice President and Chief Financial Officer

**METAL-MATIC, INC.**, as a Grantor

By: \_\_\_\_\_  
Name: Thomas Jackson  
Title: Chief Financial Officer and Secretary

**ENDURO INDUSTRIES LLC**, as a Grantor

By:   
Name: Steven A. Bogle  
Title: Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**PTC ALLIANCE LLC, as a Grantor**

By: \_\_\_\_\_  
Name: Steven A. Bogle  
Title: Vice President and Chief Financial  
Officer

**METAL-MATIC, INC., as a Grantor**


By:  \_\_\_\_\_  
Name: Thomas Jackson  
Title: Chief Financial Officer and Secretary

**ENDURO INDUSTRIES LLC, as a Grantor**

By: \_\_\_\_\_  
Name: Steven A. Bogle  
Title: Vice President and Chief Financial  
Officer

[Signatures Continued from Previous Page]


**GREAT ROCK CAPITAL PARTNERS  
MANAGEMENT, LLC, as Agent**

By:   
Name: Kathleen M. Auda  
Title: Chief Risk Officer



**Schedule I**

**Trademarks**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Filing Date</b>	<b>Registration Date</b>	<b>Registration Number</b>
Metal-Matic, Inc.	M M (Design) 	73/525,421	3/6/1985	9/24/1985	1,361,417
Metal-Matic, Inc.	METAL-MATIC	72/190,408	4/6/1964	12/8/1964	781,238
Metal-Matic, Inc.	METAL-MATIC, INC.	86/672,405	6/24/2015	4/5/2016	4,931,578
Enduro Industries LLC	CPO	73/076,312	2/5/1976	10/5/1976	1,049,382
Enduro Industries LLC	IHCP	73/076,353	2/5/1976	9/7/1976	1,047,515
PTC Alliance LLC (f/k/a PTC Alliance Corp.)	PTC ALLIANCE	85/970,617	6/26/2013	01/06/2015	4,665,587
PTC Alliance LLC (f/k/a PTC Alliance Corp.)	PTC ALLIANCE with Rings	86/000,868	7/2/2013	01/06/2015	4,665,596
PTC Alliance LLC	PTCLOGISTICS	90/249,031	10/12/2020	N/A	N/A
PTC Alliance LLC	PTCLOGISTICS & Design	90/249,087	10/12/2020	N/A	N/A
Enduro Industries LLC	IHCP	Canada 0441340	6/25/1979	TMA243496	04/18/1980
Enduro Industries LLC	CPO	Canada 0441341	6/25/1979	TMA243942	04/25/1980