

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AZZ, Inc.		05/13/2022	Corporation:
AZZ Enclosures Systems - Chattanooga LLC		05/13/2022	Limited Liability Company:
AZZ WSI LLC		05/13/2022	Limited Liability Company:
PRECOAT METALS CORP.		05/13/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Citibank, N.A. as Collateral Agent		
Street Address:	388 Greenwich Street		
Internal Address:	36th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5514496	RUGGEDSPEC	
Registration Number:	5576436	ARMARREST	
Registration Number:	5104387	RIG-A-LITE	
Registration Number:	5022481	TRI-TRAP	
Registration Number:	5167355	AZZ	
Registration Number:	5167356	AZZ AZZ	
Registration Number:	5219221	AZZ	
Registration Number:	5219222	AZZ AZZ	
Registration Number:	5470041	AZZ AZZ GALVANIZING GALVXTRA	
Registration Number:	3853277	LECTRUS	
Registration Number:	3853290	LECTRUS	
Registration Number:	3719884	LECTRUS	
Registration Number:	3167619	WSI	
Registration Number:	3254791	WSI	
Registration Number:	2076968	UNIFUSE	

CH \$640.00 5514496

Property Type	Number	Word Mark
Registration Number:	2076969	UNIFUSE
Registration Number:	6323060	PCM EXPRESS
Registration Number:	5670585	WE'VE GOT YOU COVERED
Registration Number:	5741953	PRECOAT
Registration Number:	5831381	PRECOAT METALS
Registration Number:	5991909	PCM DIMENSIONS
Serial Number:	97268198	UNIFUSE PLUS
Serial Number:	97268165	UNIFUSE 180 PLUS
Serial Number:	97268169	UNIFUSE 360 PLUS
Serial Number:	97268161	OPTIFUSE OVERLAY REIMAGINED

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kate Waterman

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: K. Waterman - 35899.0644

NAME OF SUBMITTER: Kate Waterman

SIGNATURE: /KATE WATERMAN/

DATE SIGNED: 05/13/2022

Total Attachments: 6

source=Pegasus - Trademark Security Agreement Executed#page1.tif

source=Pegasus - Trademark Security Agreement Executed#page2.tif

source=Pegasus - Trademark Security Agreement Executed#page3.tif

source=Pegasus - Trademark Security Agreement Executed#page4.tif

source=Pegasus - Trademark Security Agreement Executed#page5.tif

source=Pegasus - Trademark Security Agreement Executed#page6.tif

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of Citibank, N.A., as Collateral agent (as defined below) for (i) the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement dated as of May 13, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AZZ Inc., a Texas corporation (the “Company”), the Guarantors from time to time party thereto, the Lenders and Citibank, N.A., as administrative agent and collateral agent (in such capacity and together with its successors, the “Collateral Agent”) and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to that certain Pledge and Security Agreement dated as of May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) made by each of the Grantors and the other grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007720 FRAME: 0721

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AZZ, INC.,
as Grantor

By: Philip A. Schlom
Name: Philip A. Schlom
Title: Senior Vice President and Chief Financial Officer

AZZ Enclosure Systems – Chattanooga LLC,
as Grantor

By: Philip A. Schlom
Name: Philip A. Schlom
Title: Vice President and Treasurer

AZZ WSI LLC,
as Grantor

By: Philip A. Schlom
Name: Philip A. Schlom
Title: Vice President and Treasurer

PRECOAT METALS CORP.,
as Grantor

By: Philip A. Schlom
Name: Philip A. Schlom
Title: Vice President and Treasurer

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By:  _____
Name: Michael Foster
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

RECORDED: 05/13/2022

TRADEMARK
REEL: 007720 FRAME: 0723