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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM753195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plymouth Tube Company		09/02/2022	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	6505108	PROSTRENGTH 760
Registration Number:	6156507	HS-50
Registration Number:	4130937	FTS FABRICATED TUBE SOLUTIONS
Registration Number:	4264197	CO-EXTREME
Registration Number:	3295123	PLYMOUTH ENGINEERED SHAPES
Registration Number:	3648475	PROMOLY
Registration Number:	3526713	XTRALOWSTRESS
Registration Number:	3055815	PLYMOUTH
Registration Number:	2995506	PLYMOUTH ADVANTAGE
Registration Number:	2945453	PLYMOUTH TUBE CO USA
Registration Number:	1663934	PLYMOUTH TUBE
Registration Number:	1663164	PLYMOUTH TUBE CO USA
Registration Number:	1663933	PLYMOUTH TUBE CO USA
Registration Number:	1649489	HYDRABRITE
Registration Number:	1116551	SEA-CURE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

REEL: 007839 FRAME: 0553

TRADEMARK

900718041 REEL:

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	074658-22066
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	09/02/2022

Total Attachments: 7

source=Trademark Security Agreement (PNC-Plymouth Tube)#page1.tif source=Trademark Security Agreement (PNC-Plymouth Tube)#page2.tif source=Trademark Security Agreement (PNC-Plymouth Tube)#page3.tif source=Trademark Security Agreement (PNC-Plymouth Tube)#page4.tif source=Trademark Security Agreement (PNC-Plymouth Tube)#page5.tif source=Trademark Security Agreement (PNC-Plymouth Tube)#page6.tif source=Trademark Security Agreement (PNC-Plymouth Tube)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "<u>Trademark Security Agreement</u>") is made as of September 2, 2022, between the Grantor listed on the signature pages hereof ("<u>Grantor</u>"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "<u>Agent</u>").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of September 2, 2022 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among Grantor, PPLYMOUTH TUBE IC-DISC, INC., an Illinois corporation ("Plymouth Tube IC-Disc"), PLYMOUTH SPECIALTY MANUFACTURING, LLC, a Delaware limited liability company ("Plymouth Specialty Manufacturing"), PLYMOUTH EUROPE, LTD., an Illinois corporation ("Plymouth Europe", and together with Grantor, Plymouth Tube IC-Disc and Plymouth Specialty Manufacturing, collectively, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, 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, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance to Agent and each other Secured Party, of the Obligations, Grantor hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of its Trademark Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located. "Trademark Collateral" shall mean and include all right, title and interest of Grantor in all of the following property and assets of Grantor, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:
- (a) all of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, 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 or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;
 - (b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License;

provided that Trademark Collateral shall not include Excluded Property.

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of 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 Trademark Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- Ocument clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and

supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. <u>GOVERNING LAW</u>. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank signature page follows.]

IN WITNESS WHEREOF, 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.

GRANTOR:

PLYMOUTH TUBE COMPANY,

a Michigan corporation

Name: Andrew P Van Pelt

Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Ryan Webb

Title: Senior Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Trademarks</u>

	PLYMOUTH ADVANTAGE US		PLYMOUTH US		XTRALOWSTRESS US				SHAPES	PLYMOUTH ENGINEERED US		CO-EXTREME US		US		HS-50 US			PROSTRENGTH 760 US	reach Country
	Live		Live		Live			I ive		Live		Live		Live		Live	*		Live	Status
	9/13/2005		1/31/2006		11/4/2008		0/30/2009	6/30/2009		9/18/2007		12/25/2012		4/24/2012		9/22/2020	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		10/5/2021	(App. Date)
	2995506		3055815		3526713		3048473	3648475		3295123		4264197		4130937		6136307			6505108	(App. No.)
Company	Plymouth Tube	Tube Company	Plymouth	Company	Plymouth Tube	Company	Tube	Plymouth	Company	Plymouth	Company	Plymouth Tube	Company	Plymouth Tube	Company	Plymouth Tube	Company	Tube	Plymouth	Kegistrant

Schedule 1 to Trademark Security Agreement

Tube Company					
Plymouth	1116551	4/17/1979	Live	$\mathbf{U}\mathbf{S}$	SEA-CURE
Company					
Tube					
Plymouth	1649489	7/2/1991	Live	US	HYDRABRITE
Company					
Tube					
Plymouth	1663933	11/12/1991	Live	US	- 05 seri. Hirowata ⊕
Company					
Tube					
Plymouth	1663164	11/5/1991	Live	US	PLYMOUTH TUBE CO USA
Company					
Tube					
Plymouth	1663934	11/12/1991	Live	US	PLYMOUTH TUBE
Company					
Tube					
Plymouth	2945453	5/3/2005	Live	US	PLYMOUTH TUBE CO USA

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RECORDED: 09/02/2022