

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Consolidated Industries, Inc.		12/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Eclipse Business Capital LLC, as Agent		
Street Address:	123 N. Wacker Drive		
Internal Address:	Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	2722679	KEYSTONE LG	
Registration Number:	2878013	CROSS LOCK	
Registration Number:	3311991	STANDING GUARD SINCE 1889.	
Registration Number:	3355631	KEYSTONE	
Registration Number:	3487353	MONARCH	
Registration Number:	1092660	KEEPSAFE	
Registration Number:	0622004		
Registration Number:	0555298	"RED BRAND"	
Registration Number:	0928544	KEYMESH	
Registration Number:	0951688	K	
Registration Number:	1410118	THE MOST RESPECTED NAME IN FARM FENCE	
Registration Number:	0297991		
Registration Number:	1938788	RED BRAND	
Registration Number:	2005747		
Registration Number:	0617363	KEYLINE	
Registration Number:	1080778	SAVAGE	
Registration Number:	0122493	DEFENDER	
Registration Number:	0122496	"RUTHLESS"	
		TRADEMARK	

OP \$740.00 2722679

Property Type	Number	Word Mark
Registration Number:	0141481	
Registration Number:	0196928	
Registration Number:	0196927	
Registration Number:	0196925	
Registration Number:	0058221	SQUARE DEAL
Registration Number:	0125561	
Registration Number:	0196929	
Registration Number:	0198437	
Registration Number:	1197052	THE MOST RESPECTED NAME IN FARM FENCE
Registration Number:	1270562	TEX-BALE
Registration Number:	1321770	KING RANCH

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7528.021
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/09/2022

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of December 9, 2022, and is between KEYSTONE CONSOLIDATED INDUSTRIES, INC., a Delaware corporation ("**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Parties from time to time party thereto, Agent and the Lenders from time to time party thereto have entered into a Term Loan and Security Agreement dated as of December 9, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Grantor, LIBERTY STEEL GEORGETOWN INC., a Delaware corporation, KEYSTONE ENERGY RESOURCES, LLC, a Delaware limited liability company, KEYSTONE BAR PRODUCTS, INC., a Delaware corporation, SHERMAN WIRE CORPORATION, a Delaware corporation, F V STEEL AND WIRE COMPANY, a Wisconsin corporation, ENGINEERED WIRE PRODUCTS, INC., an Ohio corporation, and EWP NEW MEXICO LLC, a Delaware limited liability company, each as a Borrower, as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill

associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature pages follow]


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

KEYSTONE CONSOLIDATED INDUSTRIES, INC., a
Delaware corporation

By: 
Name: Sameer Dhar
Title: CFO

Acknowledged by:

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: 
Name: DANIEL ROSS
Title: AUTHORIZED SIGNATORY

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

(see attached)

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
AU	RED BRAND	Registered	1057541	27-May-2005	1057541	07-Aug-2006	Keystone Consolidated Industries, Inc.
AU	KEEPSAFE	Registered	1057543	27-May-2005	1057543	07-Aug-2006	Keystone Consolidated Industries, Inc.
AU	SQUARE DEAL	Registered	1058699	03-Jun-2005	1058699	22-May-2006	Keystone Consolidated Industries, Inc.
CA	CROSS LOCK	Registered	1178508	20-May-2003	TMAA615859	28-Jul-2004	Keystone Consolidated Industries, Inc.
CA	RED BRAND	Registered	772556	10-Jan-1995	TMAA457387	17-May-1996	Keystone Consolidated Industries, Inc.
CA	RUTHLESS	Registered	782919	16-May-1995	TMAA462747	30-Aug-1996	Keystone Consolidated Industries, Inc.
CA	DEFENDER	Registered	782918	16-May-1995	TMAA461772	23-Aug-1996	Keystone Consolidated Industries, Inc.
CA	MONARCH	Registered	0772563	10-Jan-1995	TMAA461612	23-Aug-1996	Keystone Consolidated Industries, Inc.
CA	SQUARE DEAL	Registered	772557	10-Jan-1995	TMAA458510	31-May-1996	Keystone Consolidated Industries, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
CA	RED STRAND IN WIRE DESIGN (The mark is claiming "red" as color)	Registered	772558	10-Jan-1995	TMAA484966	29-Oct-1997	Keystone Consolidated Industries, Inc.
CA	RED COLORED BARB design (The mark is claiming "red" as color)	Registered	772559	10-Jan-1995	TMAA484963	29-Oct-1997	Keystone Consolidated Industries, Inc.
CA	GALVANNEALED	Registered	0116481	21-Nov-1923	TMDA034749	29-Dec-1923	Keystone Consolidated Industries, Inc.
CA	FENCE POST (design with red top - claiming "red" as color)	Registered	330735	05-Mar-1970	178166	03-Sep-1971	Keystone Consolidated Industries, Inc.
CA	KEYSTONE	Registered	1133253	06-Mar-2002	TMAA621139	30-Sep-2004	Keystone Consolidated Industries, Inc.
CA	FENCE DESIGN- RED BRAND	Registered	0120541	12-Sep-1924	TMDA036654	13-Nov-1924	Keystone Consolidated Industries, Inc.
CN	RED BRAND	Registered	5510402	31-Jul-2006	5510402	07-Dec-2009	Keystone Consolidated Industries, Inc.
EM	SQUARE DEAL	Registered	4264677	01-Mar-2005	4264677	28-Feb-2006	Keystone Consolidated Industries, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
EM	RUTHLESS	Registered	4265311	01-Mar-2005	4265311	28-Feb-2006	Keystone Consolidated Industries, Inc.
EM	DEFENDER	Registered	4265252	01-Mar-2005	4265252	28-Feb-2006	Keystone Consolidated Industries, Inc.
EM	CROSS LOCK	Registered	4265138	01-Mar-2005	4265138	27-Mar-2006	Keystone Consolidated Industries, Inc.
EM	YARD GARDEN & KENNEL	Registered	004264917	01-Mar-2005	004264917	23-Feb-2007	Keystone Consolidated Industries, Inc.
EM	MONARCH	Registered	4264701	01-Mar-2005	4264701	28-Feb-2006	Keystone Consolidated Industries, Inc.
EM	RED BRAND	Registered	004264537	01-Mar-2005	004264537	28-Feb-2006	Keystone Consolidated Industries, Inc.
GB	SAFEGUARD	Registered	2648795	21-Jan-2013	2648795	19-Jul-2013	Keystone Consolidated Industries, Inc.
HK	RED BRAND	Registered	300685530	21-Jul-2006	300685530	14-Feb-2007	Keystone Consolidated Industries, Inc.
HK	SQUARE DEAL	Registered	300685521	21-Jul-2006	300685521	14-Feb-2007	Keystone Consolidated Industries, Inc.
IE	SAFEGUARD	Registered	2013/00113	21-Jan-2013	249077	01-Feb-2014	Keystone Consolidated Industries, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
JP	RED BRAND	Registered	2005-055852	21-Jun-2005	4935182	10-Mar-2006	Keystone Consolidated Industries, Inc.
JP	KEEPSAFE	Registered	2005-055853	21-Jun-2005	4945104	14-Apr-2006	Keystone Consolidated Industries, Inc.
JP	SQUARE DEAL	Registered	2005-055854	21-Jun-2005	4935183	10-Mar-2006	Keystone Consolidated Industries, Inc.
MX	RED BRAND	Registered	222327	23-Jan-1995	487523	18-Apr-1995	Keystone Consolidated Industries, Inc.
MX	RUTHLESS	Registered	222326	23-Jan-1995	489295	26-Apr-1995	Keystone Consolidated Industries, Inc.
MX	DEFENDER	Registered	222328	23-Jan-1995	487524	18-Apr-1995	Keystone Consolidated Industries, Inc.
MX	MONARCH	Registered	257486	19-Mar-1996	521342	26-Apr-1996	Keystone Consolidated Industries, Inc.
MX	KEYTWIST	Registered	257485	19-Mar-1996	521341	26-Apr-1996	Keystone Consolidated Industries, Inc.
MX	SQUARE DEAL	Registered	257487	19-Mar-1996	521343	26-Apr-1996	Keystone Consolidated Industries, Inc.
MX	RED STRAND IN WIRE	Registered	222324	23-Jan-1995	938173	14-Jun-2006	Keystone Consolidated Industries, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
MX	RED COLORED BARR	Registered	222325	23-Jan-1995	938174	14-Jun-2006	Keystone Consolidated Industries, Inc.
NZ	RED BRAND	Registered	730326	27-May-2005	730326	27-May-2005	Keystone Consolidated Industries, Inc.
NZ	SQUARE DEAL - New Zealand	Registered	730329	27-May-2005	730329	27-May-2005	Keystone Consolidated Industries, Inc.
NZ	SAFEGUARD	Registered	970429	13-Dec-2012	970429	02-Jul-2013	Keystone Consolidated Industries, Inc.
US	KEYSTONE LG design	Registered	78/087537	09-Oct-2001	2722679	03-Jun-2003	Keystone Consolidated Industries, Inc.
US	CROSS LOCK	Registered	78/245038	02-May-2003	2878013	24-Aug-2004	Keystone Consolidated Industries, Inc.
US	STANDING GUARD SINCE 1889	Registered	78/844408	23-Mar-2006	3311991	16-Oct-2007	Keystone Consolidated Industries, Inc.
US	KEYSTONE	Registered	77/146108	02-Apr-2007	3355631	18-Dec-2007	Keystone Consolidated Industries, Inc.
US	MONARCH	Registered	77/233335	19-Jul-2007	3487353	19-Aug-2008	Keystone Consolidated Industries, Inc.
US	KEEPSAFE	Registered	73/133760	13-Jul-1977	1092660	6-June-1978	Keystone Consolidated Industries, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
US	RED COLORED BARBED WIRE	Registered	71/664320	12-Apr-1954	622004	28-Feb-1956	Keystone Consolidated Industries, Inc.
US	RED BRAND	Registered	71/593319	31-Dec-1949	555298	26-Feb-1952	Keystone Consolidated Industries, Inc.
US	KEYMESH	Registered	72/375441	06-Nov-1970	928544	08-Feb-1972	Keystone Consolidated Industries, Inc.
US	K SYMBOL	Registered	72/386716	18-Mar-1971	951688	30-Jan-1973	Keystone Consolidated Industries, Inc.
US	THE MOST RESPECTED NAME IN FARM FENCE	Registered	73/544614	24-Jun-1985	1410118	23-Sep-1986	Keystone Consolidated Industries, Inc.
US	TWISTED WIRE FENCE STAYS WITH RED TOP	Registered	71/327695	03-Jun-1932	297991	11-Oct-1932	Keystone Consolidated Industries, Inc.
US	RED BRAND	Registered	74/617786	04-Jan-1995	1938788	28-Nov-1995	Keystone Consolidated Industries, Inc.
US	RED STRAND IN WIRE	Registered	74/675856	17-May-1995	2005747	08-Oct-1996	Keystone Consolidated Industries, Inc.
US	KEYLINE	Registered	71/680390	24-Jan-1955	617363	13-Dec-1955	Keystone Consolidated Industries, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
US	SAVAGE	Registered	73/123662	21-Apr-1977	1080778	03-Jan-1978	Keystone Consolidated Industries, Inc.
US	DEFENDER	Registered	71/106208	12-Sep-1917	122493	20-Aug-1918	Keystone Consolidated Industries, Inc.
US	RUTHLESS	Registered	71/106204	12-Sep-1917	122496	20-Aug-1918	Keystone Consolidated Industries, Inc.
US	FENCE WITH RED TOP PORTION	Registered	71/132498	17-May-1920	141481	26-Apr-1921	Keystone Consolidated Industries, Inc.
US	DRAWING OF WIRE FENCE (ORANGE)	Registered	71/204410	25-Oct-1924	196928	31-Mar-1925	Keystone Consolidated Industries, Inc.
US	FENCE WITH YELLOW UPPER PORTION	Registered	71/204409	25-Oct-1924	196927	31-Mar-1925	Keystone Consolidated Industries, Inc.
US	FENCE WITH BLACK UPPER PORTION	Registered	71/204407	25-Oct-1924	196925	31-Mar-1925	Keystone Consolidated Industries, Inc.
US	SQUARE DEAL	Registered	71/018378	30-Mar-1906	58221	11-Dec-1906	Keystone Consolidated Industries, Inc.
US	RED TOP FENCE POST	Registered	71/109939	03-Apr-1918	125561	27-May-1919	Keystone Consolidated Industries, Inc.

Country	Trademark	Trademark Status	Application No.	Filing Date	Registration No.	Registration Date	Owner/Grantor
US	FENCE WITH BLUE BAND	Registered	71/204411	25-Oct-1924	196929	31-Mar-1925	Keystone Consolidated Industries, Inc.
US	FENCE WITH WHITE UPPER PORTION	Registered	71/204412	25-Oct-1924	198437	19-May-1925	Keystone Consolidated Industries, Inc.
US	THE MOST RESPECTED NAME IN FARM FENCE	Registered	73/277593	12-Sep-1980	1197052	01-Jun-1982	Keystone Consolidated Industries, Inc.
US	TEX-BALE	Registered	73/411885	01-Feb-1983	1270562	20-Mar-1984	Keystone Consolidated Industries, Inc.
US	KING RANCH	Registered	73/478510	03-May-1984	1321770	26-Feb-1985	Keystone Consolidated Industries, Inc.

TRADEMARK
REEL: 007925 FRAME: 0700

RECORDED: 12/09/2022