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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shaw Pipe Fabrication, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Blue Torch Finance LLC, as Collateral Agent		
Street Address:	150 E. 58th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2685606	SHAW
Registration Number:	2638976	

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	067741-0016
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE: /s/Angela M. Amaru	
DATE SIGNED:	02/27/2023

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS

February 27, 2023

WHEREAS, each of Shaw Pipe Fabrication, LLC, a Delaware limited liability company, and Chemex Global, LLC, a Delaware limited liability company (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), has adopted, used and is using, and holds, as applicable, all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of February 27, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, in such capacity, if any, the "Collateral Agent") (capitalized terms used herein without definition have the meanings given to them (including by reference) in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under, among other things, the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the applications and registrations thereof, and any and all claims and causes of action arising out of any past, present or future infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor, and all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto (collectively, the "Collateral"), to secure the prompt and complete payment, performance and observance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of all the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt and complete payment, performance and observance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of all the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral (and the security interest therein) are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision hereof is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall

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IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

SHAW PIPE ABRICATION, LLC

Name: Andrew M. Cannon

Title: Treasurer

CHEMEX**GLO**BAL, LLC

Name: Andrew M. Cannon

Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

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SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

Grantor	Trademark	Application or Registration No.	Application or Registration Date
Shaw Pipe	Word mark "SHAW"	Registration No.:	Registration Date:
Fabrication, LLC	& Logo	2685606	February 11, 2003
Shaw Pipe Fabrication, LLC	Design Only	Registration No.: 2638976	Registration Date: October 22, 2002
Chemex Global, LLC	Design Only	Registration No.: 5259494	Registration Date: August 8, 2017
Chemex Global, LLC	CHEMEX MODULAR	Registration No.: 5254652	Registration Date: August 1, 2017

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RECORDED: 02/27/2023

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