

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864750

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TPS WOODCO USA, LLC | | 12/14/2023 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | ZIONS BANCORPORATION, N.A., as Agent | | |
| Street Address: | 1717 West Loop South | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77027 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73292208 | WOODCO USA W | |
| Serial Number: | 87630479 | BUY THE BRAND | |
| Serial Number: | 85778195 | WOODCO USA | |
| Serial Number: | 78242221 | WWW.WOODCOUSA.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7132266397 | | |
| <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> | | | |
| Phone: | 713-226-6000 | | |
| Email: | TMMail@porterhedges.com | | |
| Correspondent Name: | Jonathan Pierce | | |
| Address Line 1: | P.O. Box 4744 | | |
| Address Line 4: | Houston, TEXAS 77210-4744 | | |
| ATTORNEY DOCKET NUMBER: | 004680-0206 | | |
| NAME OF SUBMITTER: | Jonathan Pierce | | |
| SIGNATURE: | /jmp/ | | |
| DATE SIGNED: | 12/29/2023 | | |
| Total Attachments: 3 | | | |
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

December 14, 2023

WHEREAS, TPS WOODCO USA, LLC, a Texas limited liability company (herein referred to as the “*Debtor*”), having an address at 2330 Holmes Road, Houston, TX 77051, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the “*Trademarks*”); and

WHEREAS, Texas Pipe and Supply Company, a Texas corporation (“*Texas Pipe*”) and each other Person (as defined in the Credit Agreement) from time to time party thereto as a “*Borrower*” (Texas Pipe and each such Person, collectively, “*Borrowers*” and each individually, a “*Borrower*”), and the Guarantors from time to time party thereto, have entered into a First Amended and Restated Credit Agreement dated as of December 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the lenders from time to time party thereto (the “*Lenders*”), and Zions Bancorporation, N.A. dba Amegy Bank, as Administrative Agent (in such capacity, “*Agent*”) for itself and the other Lenders.

WHEREAS, in connection with the Credit Agreement, Texas Pipe, the Debtor, and certain other subsidiaries of Texas Pipe have entered into a First Amended and Restated Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of Agent, pursuant to which the Debtor has granted to Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all Proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby 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.

Agent’s address is 1717 West Loop South, Houston, Texas 77027, Attn: Ryan Hightower.

[Signature appears on the following page.]

IN WITNESS WHEREOF, Debtor has duly executed or caused this Trademark Security Agreement Supplement to be duly executed as of the day and year first above written.


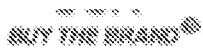
DEBTOR:

TPS WOODCO USA, LLC
a Texas limited liability company

By: 

Keith Rubenstein
President

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

| Trademark | Registration Date | Registration No. |
|-----------------------------------------------------------------------------------|--------------------------|-------------------------|
|  | June 22, 1982 | 1198476 |
|  | June 12, 2018 | 5490554 |
| WOODCO USA | August 6, 2013 | 4379111 |
| <u>WWW.WOODCOUSA.COM</u> | January 3, 2006 | 3037500 |