

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI23282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDUSTRIAL VALCO, INC.		12/14/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company 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: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	98021855	BERIC	
Serial Number:	85751553	IV INDUSTRIAL VALCO	
Serial Number:	85751575	IV	
Serial Number:	90513513	SPEEDABILITY	
Serial Number:	76333691	BERIC	
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:	004648-0206		
NAME OF SUBMITTER:	PAMELA BALSER		
SIGNATURE:	PAMELA BALSER		
DATE SIGNED:	02/13/2024		
Total Attachments: 4			

CH \$140.00.00 98021855

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**FIRST AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

December 14, 2023

WHEREAS, INDUSTRIAL VALCO, INC., a California corporation (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, 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 of 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, a 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.

This Agreement amends and restates in its entirety, but does not constitute a novation or an accord and satisfaction of, that certain Trademark Security Agreement Supplement dated as of February 17, 2023,

executed by Debtor, as “Debtor”, for the benefit of Zions Bancorporation, N.A. dba Amegy Bank, as administrative agent for the benefit of the Secured Parties (as defined in the Credit Agreement) (as amended, restated, supplemented, or otherwise modified prior to the date hereof, the “Existing Trademark Security Agreement Supplement”). All Liens, claims, rights, titles, interests and benefits created and granted under or pursuant to the Existing Trademark Security Agreement Supplement shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby ratified, renewed, extended, and carried forward by this Agreement and conveyed as security for the Secured Obligations (as defined in the Security Agreement).

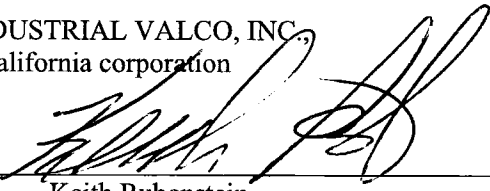
[Signature appears on the following page.]

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:

INDUSTRIAL VALCO, INC.,
a California corporation

By: _____


Keith Rubenstein
President

SCHEDULE 1-A TO THE FIRST AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark	Application or Registration Date	Application Serial No. or Registration No.
BERIC	Application Date: May 31, 2023	Serial No: 98021855
SPEEDABILITY	December 21, 2021	6596336
	August 5, 2014	4578298
 Industrial Valco	September 22, 2015	4815523
	January 6, 2004	2803071