

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berg Europipe Holding Corp.		11/05/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, NW		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4419031	INTEGRITY BEYOND COMPLIANCE	
CORRESPONDENCE DATA			
Fax Number:	6785337787		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steve Schaaf, Paralegal		
Address Line 1:	Parker, Hudson, Rainer & Dobbs LLP		
Address Line 2:	285 Peachtree Center Avenue, N.E., #1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.23		
NAME OF SUBMITTER:	Kathleen O. Currey		
Signature:	/KOC/		

CH \$40.00 4419031

Date:

11/05/2013

Total Attachments: 6

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made this 5th day of November, 2013, between **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"), and **BERG EUROPIPE HOLDING CORP.**, a New York corporation having its principal place of business at 5315 W. 19th Street, Panama City, Florida 32412 (the "Company").

Recitals:

The Company and Lender have entered into that certain Trademark Security Agreement dated April 23, 2010 as recorded in the USPTO on April 26, 2010, at Reel No. 004192, Frame 0150 (as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). The Company and Lender desire to enter into this Amendment in order to, among other things, amend Exhibit A to the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 attached hereto as provided below.

Pursuant to Section 6 of the Trademark Security Agreement, the Company is obligated to give notice to Lender whenever the Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Lender is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Trademark Security Agreement or, as applicable, the Loan Agreement referred to therein. All references to the "Loan Agreement" in the Trademark Security Agreement and in this Amendment shall be deemed to be references to that certain Amended and Restated Loan and Security Agreement dated on or about the date hereof among the Company and certain of its affiliates as borrowers and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time). In addition, Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit A-1 attached hereto. Lender is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this Amendment, with the USPTO, at the Company's expense.

2. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, collaterally assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (collectively, the "Additional Trademark Collateral"):

(a) all United States trademark registrations and trademark applications listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and

applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Additional Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of the foregoing.

Notwithstanding the foregoing, the items of Additional Trademark Collateral described in this Section 2 shall not include, and no security interest or other Lien shall be granted under this Section 2 in, any rights or interests in any "intent-to-use" trademark filed with the USPTO (unless and until an amendment to allege use or a statement of use has been filed with the USPTO) to the extent that, and solely to the extent which, the grant of a security interest in, or the pledge or encumbrance of such "intent-to-use" application, would impair the validity or enforceability of such "intent-to-use" application or the trademark application therefor under Applicable Law.

3. The Company represents, warrants, covenants and agrees that:

(a) Each of the Additional Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Amendment creates a legal and valid Lien upon and security interest in the Additional Trademark Collateral that is listed on Exhibit A-1 attached hereto, enforceable against the Company and all third Persons in accordance with its terms and upon filing of appropriate UCC financing statements such Lien and security interest shall be perfected;

(c) No claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any Person;

(d) The Company has the unqualified right to enter into this Amendment and perform its terms;

(e) Each of the Additional Trademarks is valid and enforceable; w

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, except Permitted Liens; and

(g) Except for Additional Trademarks abandoned by the Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company has used, and will continue to use for the duration of the Trademark Security Agreement, proper statutory notice in connection with its use of the registered Additional Trademarks, including, without limitation, filing an affidavit of use with the USPTO for each registered Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

4. The Company agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein


or any of the transactions contemplated hereby. Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Amendment shall be effective upon execution by the Company and acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each 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 electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal on the day and year first written above.

ATTEST:


Murray Davenport, Secretary

[CORPORATE SEAL]

BERG EUROPIPE HOLDING CORP.
("Company")

By: 
Julie Lange, Authorized Signatory

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.
("Lender")

By: _____
Steven L. Hipsman, Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal on the day and year first written above.

ATTEST:

BERG EUROPIPE HOLDING CORP.
("Company")

Murray Davenport, Secretary

By: _____
Julie Lange, Authorized Signatory

[CORPORATE SEAL]

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.
("Lender")

By: Steven L. Hipsman
Steven L. Hipsman, Senior Vice President

EXHIBIT A

Trademarks and Trademark Applications

Mark: Integrity Beyond Compliance

USPTO Registration Number: 4419031

Class: Int'l Class 40: Custom manufacturing of pipe, or pipe made of metal or predominantly of metal

Status: Registered 10/15/2013

Owner: Berg Europipe Holding Corp.