

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357744

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grabber Construction Products, Inc.		09/30/2015	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	201 South Main Street, Suite 300		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84111-2870		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4308389	GRABBERGARD	
<b>Registration Number:</b>	4276716	PANELMAX	
<b>Registration Number:</b>	4365333	S	
<b>Registration Number:</b>	4218506	DECKMASTER	
<b>Registration Number:</b>	4206644	XTEK	
<b>Registration Number:</b>	4319031	DECKMASTER	
<b>Registration Number:</b>	4176356	HANG TITE	
<b>Registration Number:</b>	3943863	GRABBERGARD	
<b>Registration Number:</b>	3986863	PLYLOCK	
<b>Registration Number:</b>	3886117	SCAVENGER	
<b>Registration Number:</b>	3886125	STABBER	
<b>Registration Number:</b>	3764971	COLORMAX	
<b>Registration Number:</b>	3791033	BARRACUDA	
<b>Registration Number:</b>	3596771	SUPERDRIVE	
<b>Registration Number:</b>	3573107	PRO PROVEN DRIVEN QUALITY	
<b>Registration Number:</b>	3576755	PRO PROVEN	
<b>Registration Number:</b>	3535386		
<b>Registration Number:</b>	3326229		
<b>Registration Number:</b>	2928846	SCORPION	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	2602365	LOX
Registration Number:	2568387	LOX
Registration Number:	2318520	GRABBER ROCKER
Registration Number:	2412833	CB
Registration Number:	2673484	G
Registration Number:	2254312	DRIVALL
Registration Number:	2125537	SCORPION
Registration Number:	2125538	SCORPION
Registration Number:	2133225	PLYLITE
Registration Number:	1609557	DECKMASTER
Registration Number:	1520550	GRABBER-GARD
Registration Number:	1532652	SCORPION
Registration Number:	1288640	
Registration Number:	1193509	
Registration Number:	1005226	STREAKER
Registration Number:	0952551	STUD-LOK
Registration Number:	0926677	GRABBER
Serial Number:	86331893	GRABBER

**CORRESPONDENCE DATA**

Fax Number: 2127557306  
*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: 212.326.3939  
Email: NYTEF@JONESDAY.COM  
Correspondent Name: Nathan J. Hoepfner  
Address Line 1: 222 East 41st Street  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	080461-010093
NAME OF SUBMITTER:	Nathan J. Hoepfner
SIGNATURE:	/Nathan J. Hoepfner/
DATE SIGNED:	10/07/2015

**Total Attachments: 11**  
source=GRABBER Trademark Security Agreement#page1.tif  
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2015, is made by Grabber Construction Products, Inc. a Nevada corporation ("Grantor"), in favor of JPMorgan Chase Bank, N.A. ("Administrative Agent").

WHEREAS, Grantor owns the Trademarks (as defined in the Security Agreement) listed on Schedule 1 annexed hereto with respect to Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Grantor, the other loan parties party thereto from time to time and Administrative Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto from time to time and Administrative Agent, for and on behalf of the Secured Parties (in such capacity, together with its successors pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any

Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will control.

[signature pages follow]

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

GRABBER CONSTRUCTION PRODUCTS, INC.,  
as Grantor

By: 

Name: John M. Tracy

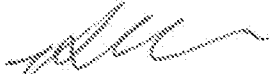
Title: Chairman

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005639 FRAME: 0642**

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:   
Name: Robert W. Carpenter  
Title: Authorized Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK  
REEL: 005639 FRAME: 0643



**SCHEDULE 1**  
to  
**Trademark Security Agreement**



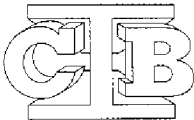
**TRADEMARK REGISTRATIONS AND APPLICATIONS**




<b>Jurisdiction</b>	<b>Mark Name</b>	<b>Reg. No./App. No.</b>	<b>Status</b>
USPTO	US-5 USPTO GRABBERGARD <b>Cross References:</b> GRABBER GUARD  GRABBERGARD	<b>App</b> 85677924 <b>App</b> 16-JUL-2012 <b>Reg</b> 4308389 <b>Reg</b> 26-MAR-2013 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 26-MAR-2013	Registered.
USPTO	US-6 USPTO PANELMAX  PANELMAX	<b>App</b> 85432600 <b>App</b> 27-SEP-2011 <b>Reg</b> 4276716 <b>Reg</b> 15-JAN-2013 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 15-JAN-2013	Registered.
USPTO	US-7 USPTO S	<b>App</b> 85432426 <b>App</b> 26-SEP-2011 <b>Reg</b> 4365333 <b>Reg</b> 09-JUL-2013 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 09-JUL-2013	Registered.
USPTO	US-8 USPTO DECKMASTER <b>Cross References:</b> DECK MASTER  DECKMASTER	<b>App</b> 85194618 <b>App</b> 09-DEC-2010 <b>Reg</b> 4218506 <b>Reg</b> 02-OCT-2012 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 02-OCT-2012	Registered.
USPTO	US-9 USPTO XTEK <b>Cross References:</b> X TEK  XTEK	<b>App</b> 85169346 <b>App</b> 04-NOV-2010 <b>Reg</b> 4206644 <b>Reg</b> 11-SEP-2012 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 11-SEP-2012	Registered.
USPTO	US-10 USPTO DECKMASTER	<b>App</b> 85978787 <b>App</b> 20-OCT-2010 <b>Reg</b> 4319031	Registered.






Jurisdiction	Mark Name	Reg. No./App. No.	Status
	<b>Cross References:</b> DECK MASTER	<b>Reg</b> 09-APR-2013 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 09-APR-2013	
USPTO	US-12 USPTO HANG TITE <b>Cross References:</b> HANG TIGHT  <b>HANG TITE</b>	<b>App</b> 85157189 <b>App</b> 20-OCT-2010 <b>Reg</b> 4176356 <b>Reg</b> 17-JUL-2012 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 17-JUL-2012	Registered.
USPTO	US-13 USPTO GRABBERGARD <b>Cross References:</b> GRABBER GUARD  <b>GRABBERGARD</b>	<b>App</b> 85103555 <b>App</b> 09-AUG-2010 <b>Reg</b> 3943863 <b>Reg</b> 12-APR-2011 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 12-APR-2011	Registered.
USPTO	US-14 USPTO PLYLOCK	<b>App</b> 85018729 <b>App</b> 20-APR-2010 <b>Reg</b> 3986863 <b>Reg</b> 28-JUN-2011 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 28-JUN-2011	Registered.
USPTO	US-15 USPTO SCAVENGER  <b>SCAVENGER</b>	<b>App</b> 85018645 <b>App</b> 20-APR-2010 <b>Reg</b> 3886117 <b>Reg</b> 07-DEC-2010 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 07-DEC-2010	Registered.
USPTO	US-16 USPTO STABBER  <b>STABBER</b>	<b>App</b> 85018696 <b>App</b> 20-APR-2010 <b>Reg</b> 3886125 <b>Reg</b> 07-DEC-2010 <b>USPTO Status:</b> Registered <b>USPTO Status</b> <b>Date:</b> 07-DEC-2010	Registered.
USPTO	US-17 USPTO COLORMAX <b>Cross References:</b> COLOR MAX  <b>COLORMAX</b>	<b>App</b> 77646354 <b>App</b> 09-JAN-2009 <b>Reg</b> 3764971 <b>Reg</b> 23-MAR-2010 <b>USPTO Status:</b> Registered <b>USPTO Status</b>	Registered.

Jurisdiction	Mark Name	Reg. No./App. No.	Status
		Date: 23-MAR-2010	
USPTO	US-18 USPTO BARRACUDA  BARRACUDA	App 77646365 App 09-JAN-2009 Reg 3791033 Reg 18-MAY-2010 USPTO Status: Registered USPTO Status Date: 18-MAY-2010	Registered.
USPTO	US-19 USPTO SUPERDRIVE Cross References: SUPER DRIVE  SUPERDRIVE	App 77302125 App 11-OCT-2007 Reg 3596771 Reg 24-MAR-2009 USPTO Status: Section 8 - accepted USPTO Status Date: 27-MAR-2015	Registered.
USPTO	US-20 USPTO PRO PROVEN DRIVEN QUALITY  	App 77090725 App 25-JAN-2007 Reg 3573107 Reg 10-FEB-2009 USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 05-NOV-2014	Registered.
USPTO	US-21 USPTO PRO PROVEN  PRO PROVEN	App 77089095 App 23-JAN-2007 Reg 3576755 Reg 17-FEB-2009 USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 05-NOV-2014	Registered.
USPTO	US-26 USPTO Design Only  	App 78638055 App 26-MAY-2005 Reg 3535386 Reg 18-NOV-2008 USPTO Status: Section 8 & 15 - accepted and acknowledged USPTO Status Date: 09-FEB-2015	Registered.
USPTO	US-27 USPTO Design Only	App 78638073 App 26-MAY-2005 Reg 3326229 Reg 30-OCT-2007 USPTO Status:	Registered.

Jurisdiction	Mark Name	Reg. No./App. No.	Status
		Section 8 & 15 - accepted and acknowledged <b>USPTO Status</b> <b>Date:</b> 30-SEP-2013	
USPTO	US-28 USPTO SCORPION  <b>SCORPION</b>	<b>App</b> 78345070 <b>App</b> 23-DEC-2003 <b>Reg</b> 2928846 <b>Reg</b> 01-MAR-2005 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 20-FEB-2015	Registered.
USPTO	US-29 USPTO LOX and Design <b>Cross References:</b> LOCKS  	<b>App</b> 76133111 <b>App</b> 21-SEP-2000 <b>Reg</b> 2602365 <b>Reg</b> 30-JUL-2002 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 04-FEB-2013	Registered.
USPTO	US-30 USPTO LOX <b>Cross References:</b> LOCKS	<b>App</b> 76133112 <b>App</b> 21-SEP-2000 <b>Reg</b> 2568387 <b>Reg</b> 07-MAY-2002 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 18-MAY-2012	Registered.
USPTO	US-31 USPTO GRABBER ROCKER	<b>App</b> 75573032 <b>App</b> 19-OCT-1998 <b>Reg</b> 2318520 <b>Reg</b> 15-FEB-2000 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 28-JAN-2010	Registered.
USPTO	US-34 USPTO CB  	<b>App</b> 75480580 <b>App</b> 06-MAY-1998 <b>Reg</b> 2412833 <b>Reg</b> 12-DEC-2000 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 13-DEC-2010	Registered.
USPTO	US-35	<b>App</b> 75361514	Registered.

Jurisdiction	Mark Name	Reg. No./App. No.	Status
	USPTO G 	App 23-SEP-1997 Reg 2673484 Reg 14-JAN-2003 USPTO Status: Registered and renewed USPTO Status Date: 29-FEB-2012	
USPTO	US-36 USPTO DRIVALL Cross References: DRIVE ALL	App 75342717 App 18-AUG-1997 Reg 2254312 Reg 15-JUN-1999 USPTO Status: Registered and renewed USPTO Status Date: 17-MAR-2009	Registered.
USPTO	US-37 USPTO SCORPION 	App 75216719 App 23-DEC-1996 Reg 2125537 Reg 30-DEC-1997 USPTO Status: Registered and renewed USPTO Status Date: 19-JUL-2008	Registered.
USPTO	US-38 USPTO SCORPION 	App 75216720 App 23-DEC-1996 Reg 2125538 Reg 30-DEC-1997 USPTO Status: Registered and renewed USPTO Status Date: 19-JUL-2008	Registered.
USPTO	US-39 USPTO PLYLITE Cross References: PLYLIGHT	App 75089659 App 17-APR-1996 Reg 2133225 Reg 27-JAN-1998 USPTO Status: Registered and renewed USPTO Status Date: 24-JAN-2008	Registered.
USPTO	US-44 USPTO DECKMASTER Cross References: DECK MASTER	App 73820266 App 21-AUG-1989 Reg 1609557 Reg 14-AUG-1990 USPTO Status: Registered and renewed	Registered.

Jurisdiction	Mark Name	Reg. No./App. No.	Status
		<b>USPTO Status</b> <b>Date:</b> 20-JUL-2010	
USPTO	US-46 USPTO GRABBER-GARD <b>Cross References:</b> GRABBER GUARD	<b>App</b> 73728851 <b>App</b> 17-MAY-1988 <b>Reg</b> 1520550 <b>Reg</b> 17-JAN-1989 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 26-JAN-2009	Registered.
USPTO	US-47 USPTO SCORPION  <b>SCORPION</b>	<b>App</b> 73723134 <b>App</b> 18-APR-1988 <b>Reg</b> 1532652 <b>Reg</b> 04-APR-1989 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 24-MAR-2009	Registered.
USPTO	US-51 USPTO <i>Design Only</i> 	<b>App</b> 73423006 <b>App</b> 25-APR-1983 <b>Reg</b> 1288640 <b>Reg</b> 07-AUG-1984 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 22-JUL-2014	Registered.
USPTO	US-52 USPTO <i>Design Only</i> 	<b>App</b> 73318654 <b>App</b> 13-JUL-1981 <b>Reg</b> 1193509 <b>Reg</b> 13-APR-1982 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 23-APR-2012	Registered.
USPTO	US-53 USPTO STREAKER	<b>App</b> 73028236 <b>App</b> 31-JUL-1974 <b>Reg</b> 1005226 <b>Reg</b> 25-FEB-1975 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status</b> <b>Date:</b> 20-JAN-2015	Registered.
USPTO	US-54	<b>App</b> 72420938	Registered.

<b>Jurisdiction</b>	<b>Mark Name</b>	<b>Reg. No./App. No.</b>	<b>Status</b>
	USPTO STUD-LOK <b>Cross References:</b> STUD-LOCK	<b>App</b> 10-APR-1972 <b>Reg</b> 0952551 <b>Reg</b> 06-FEB-1973 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status Date:</b> 17-JAN-2013	
USPTO	US-55 USPTO GRABBER	<b>App</b> 72394292 <b>App</b> 09-JUN-1971 <b>Reg</b> 0926677 <b>Reg</b> 11-JAN-1972 <b>USPTO Status:</b> Registered and renewed <b>USPTO Status Date:</b> 13-JAN-2012	Registered.
USPTO	GRABBER	<b>App</b> 86331893 <b>App</b> 09-JUL-2014	Application

### TRADEMARK LICENSES

None.