

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matcor, Inc.		10/23/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3685022	CONCECO/MATCOR	
Registration Number:	4483581	DURAMMO	
Registration Number:	4143908	INTEGRITY THAT WORKS	
Registration Number:	4540126	IRON GOPHER	
Registration Number:	4211092	KYNEX	
Registration Number:	3659941	MATCOR	
Registration Number:	4143915		
Registration Number:	3751943	MITIGATOR	
Registration Number:	4140107	MPORT	
Registration Number:	4140108	MPORT	
Registration Number:	3659942	NO STRONGER NAME IN CORROSION PROTECTION	
Registration Number:	1170028	PL	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Christine Shu Gilleland, Esq.		

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Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 24659-1200

NAME OF SUBMITTER: Christine Shu Gilleland

SIGNATURE: /Christine Shu Gilleland/

DATE SIGNED: 10/27/2015

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 23, 2015, made by MATCOR, INC., a Pennsylvania corporation having a principal place of business at 1325 Cobb International Dr., Kennesaw, GA 30152 (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation having a principal place of business at 1585 Broadway, New York, NY 10036 (the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 26, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Brand Energy & Infrastructure Services, Inc., a Delaware corporation (as successor by merger to Bullseye MergerSub, Inc., the "Borrower"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans and the Initial Revolving Loans (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Borrower, Holdings, and certain Domestic Subsidiaries of Borrower other than Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of November 26, 2013 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MATCOR, INC.,
as Grantor

By: 

Name: James R. Billingsley

Title: Vice President and Secretary

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks
(Matcor)]

TRADEMARK
REEL: 005653 FRAME: 0339

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Collateral Agent

By: _____

Name: STEPHEN S. KING
Title: VP

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks
(Matcor)]

TRADEMARK
REEL: 005653 FRAME: 0340

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Matcor, Inc.	CONCECO/MATCOR	3,685,022	5/23/2008	9/22/2009
Matcor, Inc.	DURAMMO	4,483,581	12/13/2012	2/18/2014
Matcor, Inc.	INTEGRITY THAT WORKS	4,143,908	2/24/2011	5/15/2012
Matcor, Inc.	IRON GOPHER	4,540,126	5/20/2013	5/27/2014
Matcor, Inc.	KYNEX	4,211,092	6/6/2011	9/18/2012
Matcor, Inc.	MATCOR	3,659,941	4/28/2008	7/28/2009
Matcor, Inc.	MATCOR SYMBOL	4,143,915	2/25/2011	5/15/2012
Matcor, Inc.	MITIGATOR	3,751,943	7/15/2009	2/23/2010
Matcor, Inc.	MPORT	4,140,107	2/28/2011	5/8/2012
Matcor, Inc.	MPORT & Design	4,140,108	2/28/2011	5/8/2012
Matcor, Inc.	NO STRONGER NAME IN CORROSION PROTECTION	3,659,942	4/28/2008	7/28/2009
Matcor, Inc.	PL	1,170,028	8/27/1980	9/22/1981