TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422557

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Industries, Inc.		04/04/2017	Corporation: NEBRASKA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank
Street Address:	66 Wellington Street West TD Bank Tower
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	Banking Corporation: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3999360	SENTINEL BUILDING SYSTEMS
Registration Number:	0795123	NECO
Registration Number:	1443682	GRAIN PUMP
Registration Number:	0887457	CIRCU FLOW

CORRESPONDENCE DATA

Fax Number: 2039757180

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: 203.975.7505
Email: christina.london@lockelord.com
Correspondent Name: Locke Lord LLP
Address Line 1: 201 Broad Street
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	1449649.00001

DOMESTIC REPRESENTATIVE

Name: Locke Lord LLP
Address Line 1: 201 Broad Street
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Christina London

OP $115.00 3999360

SIGNATURE:	/christina london/
DATE SIGNED:	04/05/2017

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of April 4, 2017 (this "Agreement"), between GLOBAL INDUSTRIES, INC., a Nebraska corporation (the "Grantor") and THE TORONTO-DOMINION BANK, as Collateral Agent (the "Agent") for itself, for the lenders under the below-described Loan Agreement from time to time, and any successors and assignees from time to time of the interests of such lenders (collectively, the "Credit Agreement Lenders"), and for the holders of the below-described Notes from time to time, and any successors and assignees from time to time of the interests of such holders under the following credit facilities: (a) that certain Sixth Amended and Restated Loan Agreement dated as of May 20, 2015 (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), among Ag Growth International Inc. ("AGI") and Westfield Distributing (North Dakota) Inc. ("Westfield ND"; AGI and Westfield ND being referred to collectively herein as the "Borrowers"), certain affiliates of the Borrowers, the Credit Agreement Lenders from time to time thereunder and the Agent; and (b) (i) those certain 6.80% Series A Senior Secured Notes due October 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Series A Notes"), (ii) those certain Series B Senior Secured Notes (as further described in the Note Agreement referred to below, as amended, restated, supplemented or otherwise modified from time to time, the "Series B Notes") and (ii) any additional series of the senior secured notes (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Shelf Notes" and together with the Series A Notes and the Series B Notes, the "Notes") issued by the Co-Obligors (as hereinafter defined) pursuant to that certain Second Amended and Restated Note Purchase and Private Shelf Agreement dated as May 20, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among AGI, Westfield ND, and Hansen Manufacturing Corp. (collectively, the "Co-Obligors"), PGIM, Inc. (f/k/a Prudential Investment Management, Inc.) and the Prudential Affiliates described therein.

WITNESSETH:

WHEREAS, in connection with the Loan Agreement and the Note Agreement, the Grantor is a party to the Second Amended and Restated Security Agreement dated as of May 20, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the obligations of the Borrowers under the Loan Agreement, the Note Agreement and each other Creditor Document to which the Grantor is a party, whether as a borrower, as a guarantor, as a co-obligor or in any other capacity, and whether for principal, interest, expenses, indemnity or otherwise; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Agent a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of the Grantor's right, title and interest in and to (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, whether currently in use or not or whether registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above; and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

GLOBAL INDUSTRIES, INC.

By:_____
Name: STEVE SUMMERFIELD
Title: SECRETARY

THE TORONTO-DOMINION BANK,
as Collateral Agent

By:_____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

GLOBAL INDUSTRIES, INC.

By:_____
Name:
Title:

THE TORONTO-DOMINION BANK,
as Collateral Agent

By:_____
Name:
Title: Feroz Haq
Director, Loan Syndications - Agency

AM 66024968.2

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Country	Mark	Owner	Serial No. / Registration No.
United States	SENTINEL	Global Industries, Inc. (NEBRASKA CORP.) 2928 E. Hwy 30 Grand Island, Nebraska 68801 United States (States)	RN: 3,999,360 SN: 85/029,711
United States	NECO	Global Industries, Inc. (NEBRASKA CORP.) 2928 E. Highway 30 Grand Island, Nebraska 68802 United States (States)	RN: 0,795,123 SN: 72/196,701
United States	GRAIN PUMP	Global Industries, Inc. (NEBRASKA CORP.) 2928 East Highway 30 Grand Island, Nebraska 68802 United States (States)	RN: 1,443,682 SN: 73/564,408
United States	CIRCU FLOW	Global Industries, Inc. (NEBRASKA CORP.) 2928 East Highway 30 Grand Island, Nebraska 68802 United States (States)	RN: 0,887,457 SN: 72/303,191