

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM430488

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SHORT FORM SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERIFORGE GROUP INC.		06/08/2017	Corporation: TEXAS
AF GLOENCO INC.		06/08/2017	Corporation: DELAWARE
TAPER-LOK CORPORATION		06/08/2017	Corporation: DELAWARE
NRG MANUFACTURING INC.		06/08/2017	Corporation: TEXAS
ALLPOINTS OILFIELD SERVICES LLC		06/08/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT
Street Address:	225 W. WASHINGTON ST.
Internal Address:	21ST FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78906385	AF
Serial Number:	77940597	ALLPOINTS
Serial Number:	78906324	
Serial Number:	78906388	
Serial Number:	86387975	DURASTIM
Serial Number:	85113437	DYNAFAB CORPORATION
Serial Number:	85109647	NRG MANUFACTURING
Serial Number:	85606501	SHRINKFAST
Serial Number:	73423345	TAPER-LOK

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

CH \$240.00 78906385

Phone: (216) 586-3939
Email: skoston@jonesday.com
Correspondent Name: Jones Day
Address Line 1: 901 Lakeside Avenue
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	870441600001-TMSecrityAgr
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NAME OF SUBMITTER:	Lindsey R. Hebert
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SIGNATURE:	/Lindsey R. Hebert/
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DATE SIGNED:	06/08/2017
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Total Attachments: 5

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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of June 8, 2017, (this “**Agreement**”), among AMERIFORGE GROUP INC., a Texas corporation (the “**Borrower**”), AF GLOENCO INC. and TAPER-LOK CORPORATION, each a Delaware corporation, NRG MANUFACTURING INC, a Texas corporation, and ALLPOINTS OILFIELD SERVICES LLC, a Texas limited liability company (together with the Borrower, each a “**Grantor**”) and CORTLAND CAPITAL MARKET SERVICES LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of June 8, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among AFG HOLDINGS, INC. (f/k/a FR AFG HOLDINGS, INC.), a Delaware corporation (“**Parent**”), the Borrower, the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of June 8, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Parent, the other Guarantors from time to time party thereto, Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by such Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all Proceeds and products of the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMERIFORGE GROUP INC.,

as the Borrower and a Grantor

By: 

Name: Thomas E. Giles

Title: Executive Vice President and
General Counsel

NRG MANUFACTURING INC,

as a Grantor

By: 

Name: Thomas E. Giles

Title: Vice President and Secretary

TAPER-LOK CORPORATION,

as a Grantor


By: 

Name: Thomas E. Giles

Title: Vice President and Secretary

AF GLOENCO INC.,

as a Grantor

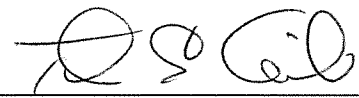
By: 

Name: Thomas E. Giles

Title: Vice President and Secretary

ALLPOINTS OILFIELD SERVICES LLC,

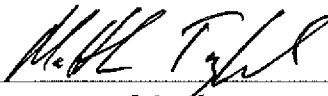
as a Grantor

By: 

Name: Thomas E. Giles

Title: Vice President and Secretary

**CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent**

By: 
Name: Matthew Trybula
Title: Associate Counsel

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Application Number	Registration Number	Owner
AF & DESIGN (FLAG)	U.S.	78/906,385	3,229,669	Ameriforge Group Inc.
ALLPOINTS & DESIGN	U.S.	77/940,597	3,859,800	Allpoints Oilfield Services LLC
DESIGN (CC)	U.S.	78/906,324	3,229,666	Ameriforge Group Inc.
DESIGN (T AND STAR)	U.S.	78/906,388	3,229,670	Ameriforge Group Inc.
DURASTIM	U.S.	86/387,975		NRG Manufacturing Inc
DYNAFAB CORPORATION & DESIGN	U.S.	85/113,437	3,938,069	NRG Manufacturing Inc
NRG MANUFACTURING & DESIGN	U.S.	85/109,647	3,938,056	NRG Manufacturing Inc
SHRINKFAST	U.S.	85606501	4,260,908	AF Gloenco Inc. - Shrinkfast Division
TAPER-LOK	U.S.	73/423,345	1,384,951	Taper-Lok Corporation

[Schedule 1 to Trademark Short Form Security Agreement]

NAI-1502745729v3

RECORDED: 06/08/2017

TRADEMARK
REEL: 006079 FRAME: 0619