

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Joinder and Third Amendment to Grant of a Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flack Steel LLC, as successor-in-interest to Flack Steel, Ltd.		04/07/2023	Limited Liability Company: DELAWARE
FGM-Fabral LLC		04/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1783149	COPPER CRAFT	
Registration Number:	1352414	DECOR-FLUSH	
Registration Number:	3415904	ENDURACOTE	
Registration Number:	3180259	FABRAL	
Registration Number:	1091258	FABRIB	
Registration Number:	1955087	GRANDBEAM	
Registration Number:	1091256	GRANDRIB	
Registration Number:	1383984	GRANDRIB 3	
Registration Number:	1092112	HEFTI-RIB	
Registration Number:	1239948	MIGHTI-RIB	
Registration Number:	4265306	POWERSEAM	
Registration Number:	0831702	PRIME RIB	
Registration Number:	3731464	PROCLAD	
Registration Number:	3293587	SELECT SERIES	
Registration Number:	2341671	SHELTERGUARD	
Registration Number:	1951586	STAND 'N SEAM	

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Property Type	Number	Word Mark
Registration Number:	3741190	STRONGCLAD
Registration Number:	1223917	STRONGRIB
Registration Number:	3103813	ULTRA-LOC
Registration Number:	1091255	ULTRA-RIB
Registration Number:	3546905	VAL RIB III
Registration Number:	4634458	THE FELDSTEIN
Registration Number:	5778884	FLACK GLOBAL METALS
Registration Number:	5915223	FLACK GLOBAL METALS
Registration Number:	5734351	NEXT GENERATION SERVICE CENTER
Serial Number:	97281895	FLACK METAL BANK

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40870.00.0180/BHemmer

NAME OF SUBMITTER: Holly Miller

SIGNATURE: /Holly Miller/

DATE SIGNED: 04/11/2023

Total Attachments: 6

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**JOINDER AND THIRD AMENDMENT TO
GRANT OF A SECURITY INTEREST – TRADEMARKS**

THIS THIRD AMENDMENT TO GRANT OF A SECURITY INTEREST – TRADEMARKS (this “Amendment”) is entered into as of April 7, 2023 by Flack Steel LLC, a Delaware limited liability company, as successor-in-interest to Flack Steel, Ltd. (“Flack”), and FGM-Fabral LLC, a Delaware limited liability company (“Fabral” and together with Flack, the “Grantors”) in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, Flack entered into a Pledge and Security Agreement, dated December 14, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”) in favor of Grantee;

WHEREAS, Fabral entered into a Joinder to Amended and Restated Uncommitted Credit Agreement, dated as of the date hereof (the “Joinder”) under which it joined all Loan Documents;

WHEREAS, pursuant to the Security Agreement, Grantors granted to Grantee a continuing security interest in all right, title and interest to the Grantors’ trademarks by executing a Grant of a Security Interest – Trademarks dated as of December 14, 2015, in favor of the Grantor (“Agreement”), which was recorded in the United States Patent and Trademark Office on December 31, 2015 at Reel/Frame 5700/0714, as amended by that certain First Amendment to Grant of Security Interest – Trademarks dated as of October 25, 2018 which was recorded in the United States Patent and Trademark Office on October 26, 2018 at Reel/Frame 6512/0196 and as amended by that certain Second Amendment to Grant of Security Interest – Trademarks dated as of April 9, 2020 which was recorded in the United States Patent and Trademark Office on April 16, 2020 at Reel/Frame 6917/0618; and

WHEREAS, the Grantors intend to update Schedule A of the Agreement to reflect the trademarks they currently own.

1. NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety.

3. Amendments of the Agreement. Schedule A to the Agreement is hereby amended and restated in its entirety with Schedule A attached hereto.

4. Reaffirmation. Except as specifically set forth herein, the Agreement remains in full force and effect, and the Grantors hereby ratify and affirm all terms and conditions in the Agreement.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or “.PDF” copy of a signature page hereto shall be deemed an original for all purposes.


[SIGNATURE PAGE FOLLOWS]

(Signature Page to Third Amendment to Grant of a Security Interest -- Trademarks)

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be duly executed by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

FLACK STEEL LLC,
a Delaware limited liability company

By: 
Philippe Blanchard
Chief Legal Officer

FGM-FABRAL LLC,
a Delaware limited liability company

By: 
Philippe Blanchard
Chief Legal Officer

SCHEDULE A
TRADEMARKS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner
COPPER CRAFT	USA	74277411	May 21, 1992	1783149	Jul 20, 1993	FGM-FABRAL LLC
DECOR-FLUSH	USA	73518543	Jan 22, 1985	1352414	Aug 6, 1985	FGM-FABRAL LLC
ENDURACOTE	USA	78792948	Jan 17, 2006	3415904	Apr 22, 2008	FGM-FABRAL LLC
FABRAL	USA	78743596	Oct 31, 2005	3180259	Dec 5, 2006	FGM-FABRAL LLC
FABRIB	USA	73114339	Feb 1, 1977	1091258	May 16, 1978	FGM-FABRAL LLC
GRANDBEAM	USA	74656665	Apr 6, 1995	1955087	Feb 6, 1996	FGM-FABRAL LLC
GRANDRIB	USA	73114337	Feb 1, 1977	1091256	May 16, 1978	FGM-FABRAL LLC
GRANDRIB 3	USA	73552336	Aug 7, 1985	1383984	Feb 25, 1986	FGM-FABRAL LLC
HEFTI-RIB	USA	73125284	May 4, 1977	1092112	May 30, 1978	FGM-FABRAL LLC
MIGHTI-RIB	USA	73290375	Dec 19, 1980	1239948	May 31, 1983	FGM-FABRAL LLC

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner
POWERSEAM	USA	85378853	Jul 22, 2011	4265306	Dec 25, 2012	FGM-FABRAL LLC
PRIME RIB	USA	72263337	Jan 26, 1967	831702	Jul 11, 1967	FGM-FABRAL LLC
PROCLAD	USA	78656726	Jun 23, 2005	3731464	Dec 29, 2009	FGM-FABRAL LLC
SELECT SERIES	USA	78656768	Jun 23, 2005	3293587	Sep 18, 2007	FGM-FABRAL LLC
SHELTERGUARD	USA	75300938	May 30, 1997	2341671	Apr 11, 2000	FGM-FABRAL LLC
STAND 'N SEAM	USA	74656664	Apr 6, 1995	1951586	Jan 23, 1996	FGM-FABRAL LLC
STRONGCLAD	USA	78661601	Jun 30, 2005	3741190	Jan 19, 2010	FGM-FABRAL LLC
STRONGRIB	USA	73294750	Jan 28, 1981	1223917	Jan 18, 1983	FGM-FABRAL LLC
ULTRA-LOC	USA	78656739	Jun 23, 2005	3103813	Jun 13, 2006	FGM-FABRAL LLC
ULTRA-RIB	USA	73114336	Feb 1, 1977	1091255	May 16, 1978	FGM-FABRAL LLC
VAL RIB III	USA	78656715	Jun 23, 2005	3546905	Dec 16, 2008	FGM-FABRAL LLC
THE FELDSTEIN	USA	86133982	Dec 3, 2013	4634458	Nov 4, 2014	FLACK STEEL LLC

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner
FLACK GLOBAL METALS and Design 	USA	87871281	Apr 10, 2018	5778884	June 18, 2019	FLACK STEEL LLC
FLACK GLOBAL METALS	USA	87292204	Jan 6, 2017	5915223	November 19, 2019	FLACK STEEL LLC
NEXT GENERATION SERVICE CENTER	USA	87292203	Jan 6, 2017	5734351	April 23, 2019	FLACK STEEL LLC
FLACK METAL BANK	USA	97281895	Feb 24, 2022			FLACK STEEL LLC