CH \$315.00.00 74114714

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI174382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IKG USA, LLC		04/18/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	TEXAS CAPITAL BANK
Street Address:	2000 McKinney Ave., Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Chartered Bank: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	74114714	EZ WELD
Serial Number:	90248819	FORGING PARTNERSHIPS
Serial Number:	72064339	GALOK
Serial Number:	78717232	GRATECOAT
Serial Number:	86538787	GRATEGUARD
Serial Number:	87305928	GRATINGBIM
Serial Number:	86857617	G
Serial Number:	78887467	IKG
Serial Number:	73708069	MEBAC
Serial Number:	85344404	PEDS AND TREADS
Serial Number:	74143088	SAFE T GRID
Serial Number:	78887422	WELDFORGED

CORRESPONDENCE DATA

Fax Number: 7132266397

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: (713)226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

TRADEMARK
REEL: 008403 FRAME: 0495

900848885

Address Line 1: P.O.	Box 4744
Address Line 4: Hous	ton, TEXAS 77210-4744
ATTORNEY DOCKET NUMBER:	014806-0033
NAME OF SUBMITTER:	PAMELA BALSER
SIGNATURE:	PAMELA BALSER
DATE SIGNED:	04/18/2024
Total Attachments: 8	
source=PTSA (Executed) IKG USA, LL0	C 014806-0033#page1.tif
source=PTSA (Executed) IKG USA, LL0	C 014806-0033#page2.tif
source=PTSA (Executed) IKG USA, LL0	C 014806-0033#page3.tif
source=PTSA (Executed) IKG USA, LL0	C 014806-0033#page4.tif
source=PTSA (Executed) IKG USA, LL0	C 014806-0033#page5.tif
source=PTSA (Executed) IKG USA, LL0	C 014806-0033#page6.tif

source=PTSA (Executed) IKG USA, LLC 014806-0033#page7.tif source=PTSA (Executed) IKG USA, LLC 014806-0033#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2024 (the "Agreement"), by and between IKG USA, LLC, a Delaware limited liability company ("Debtor"), and TEXAS CAPITAL BANK, in its capacity as administrative agent for the Lenders and other Secured Parties under Credit Agreement referred to below (the "Administrative Agent").

WITNESSETH:

WHEREAS, Debtor, as borrower, the guarantors from time to time party thereto, the Lenders from time to time party thereto and Texas Capital Bank, as Administrative Agent and L/C Issuer, have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "Credit Agreement");

WHEREAS, Debtor, as grantor and Administrative Agent, on behalf of the Lenders and other Secured Parties, have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "Security Agreement"), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Administrative Agent;

WHEREAS, as a condition to extending credit to Debtor under the Credit Agreement, Administrative Agent requires that Debtor grant to Administrative Agent a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor 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, and in order to induce the Lenders to extend credit to Debtor pursuant to the Credit Agreement, Debtor agrees, for the benefit of Administrative Agent and Lenders, as follows:
- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Administrative Agent a continuing security interest in, and lien on, all of the following property of Debtor (the "IP Collateral"), whether now or hereafter owned, acquired, existing or arising:
 - (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on Schedule 1 hereto;
 - (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on Schedule 1 hereto, and all goodwill associated therewith or symbolized thereby;
 - (c) all reissues, continuations or extensions of the foregoing; and

- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.
- SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Administrative Agent in the IP 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 and lien granted to Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. <u>Release of Security Interest</u>. Upon Payment in Full of the Obligations (other than contingent indemnification obligations for which no claim has been made), Administrative Agent shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.
- SECTION 5. <u>Acknowledgment</u>. Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. <u>Loan Document.</u> This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.
- SECTION 7. <u>Counterparts</u>. 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.

[Signatures are on the following pages]

2

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

IKG USA, LLC,

a Delaware limited liability company

By: David & Beerry
David E. Barry

Vice President

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK,

as Administrative Agent

Guillermo Ramirez

Vice President

Schedule 1

Patent and Trademark Security Agreement

ಠ

<u>Patents</u>

Title	Application No.	Filing Date	Patent No.	Issue Date	Country
Fence Structure	15/401,865 (converted from App. No. 62/276,225)	1/9/2017	10,584,513	3/10/2020	U.S.
Fence Structure	16/776,469	1/29/2020	N/A	N/A	U.S.
Rotary Slitter Tool	15/977,007 (converted from 62/504,938)	11/5/2018	11,173,556	11/16/2021	U.S.
Rotary Slitter Tool	17/451,208	10/18/2021	11,648,614	5/16/2023	U.S.
MODELO INDUSTRIAL DE BARRERA DE SEGURIDAD	MX/f/2017/000261	01/27/2017	51775	1/16/2018	Mexico
DISPOSITIVO DE SEGURIDAD PARA CERCOS DE PROTECCIÓN	MX/u/2016/000570	12/1/2016	4408	11/19/2020	Mexico
MODELO INDUSTRIAL DE CERCO ANTI- INTRUSIÓN	MX/f/2016/000433	2/11/2016	49212	3/09/2017	Mexico

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Country
GRATECOAT	1,294,430	3/21/2006	TMA738048	4/15/2009	Canada
GRATEGUARD	1,741,521	8/12/2015	TMA1028784	06/19/2019	Canada
G-SHIELD / G (Stylized/Design)	1761000	12/23/2015	TMA1074965	3/12/2020	Canada
IKG	1,323,283	11/7/2006	TMA708383	2/27/2008	Canada

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Country
IKG INDUSTRIES	1,323,284	11/7/2006	TMA708428	2/28/2008	Canada
EZ WELD	74/114,714	11/13/1990	1,734,348	11/24/1992	U.S.
FORGING PARTNERSHIPS	90/248,819	10/12/2020	6,438,112	8/3/2021	U.S.
GALOK	72/064,339	12/15/1958	699241	6/14/1960	U.S.
GRATECOAT	78/717,232	9/21/2005	3,277,401	8/7/2007	U.S.
GRATEGUARD	86/538,787	2/18/2015	5,586,498	10/16/2018	U.S.
GRATING BIM (Logo and wording)	87/305,928	1/18/2017	5498761	6/19/2018	U.S.
G-SHIELD / G (Stylized/Design)	86/857,617	12/22/2015	5,601,665	11/6/2018	U.S.
IKG	78/887,467	5/19/2006	3,217,891	3/13/2007	U.S.
MEBAC	73/708,069	1/28/1988	1,502,796	11/6/1988	U.S.
PEDS AND TREADS	85/344,404	6/13/2011	4,074,278	12/20/2011	U.S.
SAFE T GRID & Design	74/143,088	2/28/1991	1,737,483	12/1/1992	U.S.
WELDFORGED	78/887,422	5/19/2006	3,217,890	3/13/2007	U.S.
GRATEGUARD	1623035	6/17/2015	1572247	9/11/2015	Mexico
GRATEGUARD	1623036	6/17/2015	1572248	9/11/2015	Mexico
GRATEGUARD	1623037	6/17/2015	1572249	9/11/2015	Mexico
GRATEGUARD	1623038	6/17/2015	1671444	9/6/2016	Mexico
GX-1	159283	1/26/1993	438592	8/2/1993	Mexico
GX-2	159282	1/26/1993	438591	8/2/1993	Mexico
IE	118912	10/28/1977	209685	1/1/1978	Mexico
IEC	118913	10/28/1977	210388	2/8/1978	Mexico
IFV	120782	12/9/1977	221349	1/22/1979	Mexico
IFV-05	161386	2/23/1993	436524	6/29/1993	Mexico

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Country
IRVING	357334	12/10/1998	1195359	12/20/2010	Mexico
IRVING	121611	1/11/1978	222058	2/20/1979	Mexico
IRVING	322640	2/13/1998	575483	5/6/1998	Mexico
IRVING (Y DISENO)	548095	5/22/2002	753040	6/27/2002	Mexico
IRVING (Y DISENO)	548115	5/22/2002	753945	6/28/2002	Mexico
IRVING (Y DISENO)	548112	5/22/2002	755191	7/23/2002	Mexico
IRVING (Y DISENO)	548114	5/22/2002	756552	7/29/2002	Mexico
IRVING 50 ANIVERSARIO (Y DISENO)	700179	2/3/2005	875721	4/12/2005	Mexico
IRVING 50 ANIVERSARIO (Y DISENO)	700182	2/3/2005	875858	4/13/2005	Mexico
IRVING 50 ANIVERSARIO (Y DISENO)	700180	2/3/2005	876758	4/20/2005	Mexico
IRVING 50 ANIVERSARIO (Y DISENO)	700181	2/3/2005	878936	4/27/2005	Mexico
IRVING arquitectura (Y DISENO)	548109	5/22/2002	753041	6/27/2002	Mexico
IRVING arquitectura (Y DISENO)	548107	5/22/2002	755190	7/23/2002	Mexico
IRVING, S.A. DE C.V.	13898	10/28/1977	16381	3/16/1978	Mexico
IS-01	120479	12/8/1977	214016	5/12/1978	Mexico
IS-02	120480	12/8/1977	214017	5/12/1978	Mexico
IS-03	120481	12/8/1977	214018	5/12/1978	Mexico
IS-04	120482	12/8/1977	214019	5/12/1978	Mexico
IS-05	118911	10/28/1977	210387	2/8/1978	Mexico
IS-06	120484	12/8/1977	214020	5/12/1978	Mexico
URVING	1414537	9/19/2013	1502582	12/11/2014	Mexico

RECORDED: 04/18/2024

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Country
C-51	2121197	10/24/2018	1965683	1/24/2019	Mexico
C-18	2121196	10/24/2018	1965682	1/1/2019	Mexico
C-17	2121195	10/24/2018	1965681	1/1/2019	Mexico
ELECTROFORJADOS NACIONALES	4489	11/8/1996	21107	8/28/2000	Mexico
IRVING	4016852	5/28/2021	3,365,587	2/2/2023	Argentina
IRVING	4016853	5/28/2021	3,365,588	2/2/2023	Argentina
IRVING	99013173	3/3/1999	221520	10/4/1999	Colombia
IRVING	99013175	3/3/1999	222539	11/23/1999	Colombia
IRVING	13526-98	7/21/1998	P-215704	10/8/1999	Venezuela
IRVING	13525-98	7/21/1998	P-215703	10/8/1999	Venezuela
IRVING	65924	7/8/1998	P00049913	10/30/1998	Peru
IRVING	65923	7/8/1998	P00049912	10/30/1998	Peru