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U.S. DEPARTMENT	OF	COMM	ERCE
United States Patent and	Trad	demark	Office

10/4/10	_
To the Director of the U. S. Patent at 10360	8233 ,ocuments or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
	Additional names, addresses, or citizenship attached?
Kulkoni, Inc., a Texas corporation	Name: Bank of America, N.A.
☐ Individual(s) ☐ Association	Internal Address: 700 Louisiana, 7th Floor
General Partnership Limited Partnership	
★ Corporation- State: Texas	Street Address:
Other	City: Houston
Citizenship (see guidelines)	State: Texas
Additional names of conveying parties attached? Yes X No	Country: USA Zip: 77002
	General Partnership Citizenship
3. Nature of conveyance )/Execution Date(s):	Limited Partnership Citizenship Delaware
Execution Date(s) September 30, 2010	Corporation Citizenship
Assignment Merger	Other Citizenship
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and	· ·
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2685290; 2362310; 2362309; 2699020; 2011393; 1552475
78/781029; 78/759058; 78/759084; 78/700923; 78/698934	
C. Identification or Description of Trademark(s) (and Filing	
Applications: Yellow U-Bolt Design; KK (stylized letters); KK (stylized Trademark: American Wire Rope & Design; Kulkoni, Inc.; Kulkoni & C	i letters); K1; K1
(design only); Blue & Yellow Wire Rope (design only)	
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Porter & Hedges, LLP c/o Andrew Fertitta	registrations involved.
Internal Address: 36th Floor	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00
Street Address: 1000 Main Street	Authorized to be charged to deposit account
	X Enclosed
City: Houston	8. Payment Information:
State: TX Zip: 77002	
Phone Number: <u>(713) 226-6000</u>	Deposit Account Number (1933)
Fax Number: <u>(713) 226-1331</u>	Authorized User Name
Email Address: nkaminsky@porterhedges.com	CHECK Refund Total: \$150.00
9. Signature: New M. Kunnely	September 30, 20/0
Signature	Total number of pages including cover 4
Neal M. Kaminsky Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 004290 FRAME: 0305

#### AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2010, by Kulkoni, Inc., a Texas corporation ("Grantor"), in favor of Bank of America, N.A., a national banking association ("Grantee").

#### WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of a Security Agreement (herein, the "Security Agreement") executed in connection with the Credit Agreement and other Security Documents Grantor granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below) and all products and proceeds thereof, to secure the payment of all amounts and Obligations owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement, the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as the case may be.
- 2. Grant and Reaffirmation of Grant of Security Interest. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:
- (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on **Schedule** A attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "**Trademarks**");
- (b) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (c) license agreements, with any other party, whether Grantor is licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses.

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TRADEMARK REEL: 004290 FRAME: 0306

Amendment and Restatement. This Agreement is an amendment and restatement of (but 3. not a novation of or an accord and satisfaction of) that certain Trademark Security Agreement dated as of October 11, 2006 by Grantor in favor of Merrill Lynch Business Financial Services, Inc. (an affiliate of Lender), as such Trademark Security Agreement may have been amended, supplemented or modified prior to the date hereof.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date fast written above.

> KULKONI, INC., a Texas corporation

Chief Executive Officer

Agreed and Accepted As of the Date First Written Above

BANK OF AMERICA, N.A., a national banking association

Geri Landa

Vice President

### **SCHEDULE A**

## KULKONI INC. REGISTERED TRADEMARKS/APPLICATIONS

# U.S. Patent and Trademark Office

#### 1. Registrations.

Trademark	Registration Number
American Wire Rope & Design	2685290
Kulkoni, Inc.	2362310
Kulkoni & Crown Design	2362309
Red & Yellow Strand (design only)	2699020
Yellow Shackle Pin (design only)	2011393
Blue & Yellow Wire Rope (design only)	1552475

### 2. Applications.

<u>Trademark</u>	Application Number	
Yellow U-Bolt Design	78/781029	
KK (stylized letters)	78/759058	
KK (stylized letters)	78/759084	
K1	78/700923	
K1	78/698934	

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**RECORDED: 10/04/2010** 

**TRADEMARK REEL: 004290 FRAME: 0308**