

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IKG USA, LLC (f/k/a Harsco IKG, LLC)		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	74114714	EZ WELD	
Serial Number:	72064339	GALOK	
Serial Number:	72064340	GARY	
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:			
<i>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.</i>			
Phone:	4155911000		
Email:	LFranco@winston.com		
Correspondent Name:	Laura M. Franco		

CH \$315.00 74114714

Address Line 1: 101 California Street
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 014044.146

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco by trademarkny/

DATE SIGNED: 02/04/2020

Total Attachments: 5

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source=Notice of Grant of Security Interest in Trademarks#page3.tif
source=Notice of Grant of Security Interest in Trademarks#page4.tif
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL)

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL), dated as of January 31, 2020 (this “Notice”), made by IKG USA, LLC (f/k/a Harsco IKG, LLC), a Delaware limited liability company (the “Pledgor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (ABL), dated as of January 31, 2020 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Collateral Agreement”), among Sidero LLC 2, a Delaware limited liability company (“Holdings”), Sidero Inc., a Delaware corporation (the “Borrower”), each other Subsidiary of Holdings from time to time party thereto (each, a “Subsidiary Loan Party” and collectively, the “Subsidiary Loan Parties”), and Bank of America, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* 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 Collateral Agreement. The Pledgor 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

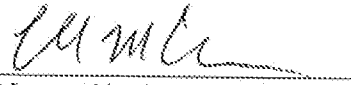
SECTION 5. *Termination*. This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Trademark Collateral.

SECTION 6. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

IKG USA, LLC (f/k/a Harsco IKG, LLC)

By: 
Name: Chad McClendon
Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks (ABL)]

TRADEMARK
REEL: 006855 FRAME: 0834

BANK OF AMERICA, N.A.,
as Collateral Agent,

By: T.J. Pump
Name: Tanner J. Pump
Title: Senior Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (ABL)]

TRADEMARK
REEL: 006855 FRAME: 0835

Schedule I
to Notice of Grant of Security Interest in Trademarks (ABL)

U.S. Federally Registered or Applied for Trademarks Owned by IKG USA, LLC
(f/k/a Harsco IKG, LLC)

Trademark	Application Number	Filing Date	Registration Number	Registration Date
EZ WELD	74/114,714	13-Nov-1990	1,734,348	24-Nov-1992
GALOK	72/064,339	15-Dec-1958	0699241	14-Jun-1960
GARY	72/064,340	15-Dec-1958	0699242	14-Jun-1960
GRATECOAT	78/717,232	21-Sep-2005	3277401	7-Aug-2007
GRATEGUARD	86/538,787	18-Feb-2015	5586498	16-Oct-2018
GRATING BIM (Logo and wording)	87/305,928	18-Jan-2017	5,498,761	19-Jun-2018
G-SHIELD / G (Stylized/Design)	86/857,617	22-Dec-2015	5601665	6-Nov-2018
IKG	78/887,467	19-May-2006	3217891	13-Mar-2007
MEBAC	73/708,069	28-Jan-1988	1502796	6-Sep-1988
PEDS AND TREADS	85/344,404	13-Jun-2011	4074278	20-Dec-2011
SAFE T GRID & Design	74/143,088	28-Feb-1991	1737483	1-Dec-1992
WELDFORGED	78/887,422	19-May-2006	3217890	13-Mar-2007