

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alabama Metal Industries Corporation		05/03/2022	Corporation: DELAWARE
AMICO Canada Inc.		05/03/2022	Corporation: CANADA
Diamond Perforated Metals, Inc.		05/03/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	87982110	AMICLAMP	
Serial Number:	74532836	AMICO	
Serial Number:	87635368	AMICO GREENSCREEN	
Serial Number:	87117799	AMICO SECURITY	
Serial Number:	74532835	AMICO	
Serial Number:	88944899	AMICOAT	
Serial Number:	88212769	AMIFLOW	
Serial Number:	90306879	AMIGUARD ANIMAL SHIELD	
Serial Number:	87287923	AMIGUARD POSTS	
Serial Number:	87228845	AMIGUARD	
Serial Number:	77143724	ANC	
Serial Number:	87982349	CHAMELEON	
Serial Number:	87228857		
Serial Number:	87152417	DIAMOND FASTENERS	
Serial Number:	75318925	DIAMOND GRIP	

OP \$890.00 87982110

Property Type	Number	Word Mark
Serial Number:	87152385	FINISH PLATES
Serial Number:	86230265	GATORGRATE
Serial Number:	88207643	HYDRODRY
Serial Number:	87152432	INFINI-RAIL
Serial Number:	74532516	ORNAMESH
Serial Number:	75330898	SAFETY GRIP
Serial Number:	73527034	SAFETY-TREAD
Serial Number:	75562870	SEASAFE
Serial Number:	88669723	SECURA CLIP
Serial Number:	74533654	SECURA FENCE SYSTEM
Serial Number:	74575870	SECURA LATH
Serial Number:	74532515	SECURA MESH
Serial Number:	87152450	SECURA-SLEEVE
Serial Number:	90309178	SPEED BEAD
Serial Number:	74532517	STAY-FORM
Serial Number:	86130917	TILATH
Serial Number:	86409871	TRANSFORMING MATERIALS INTO PRODUCTS THA
Serial Number:	88210224	VAPORVENT
Serial Number:	74532798	ZIP STRIP
Serial Number:	75150950	THE HOLE COMPANY

CORRESPONDENCE DATA

Fax Number:

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: 4045723401

Email: morgan.roth@kslaw.com

Correspondent Name: King & Spalding LLP, ATTN: Morgan Roth

Address Line 1: 1180 Peachtree Street, NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 58708.515024

NAME OF SUBMITTER: Morgan Roth

SIGNATURE: /Morgan Roth/

DATE SIGNED: 05/04/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 3, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), for the benefit of the Secured Parties under the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 3, 2022 (as amended, restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement") by and among AMICO Holding Company, Inc., a Delaware corporation ("Holdings"), Alabama Metal Industries Corporation, a Delaware corporation (the "U.S. Borrower"), AMICO Canada Inc., a Canadian federal corporation (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers" and each individually, a "Borrower") the other Loan Parties party thereto, the Lenders party thereto and Administrative Agent, Lenders are willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of May 3, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all Trademarks owned by such Grantor, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secures the prompt and complete payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **GRANTOR REMAINS LIABLE.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

6. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

7. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

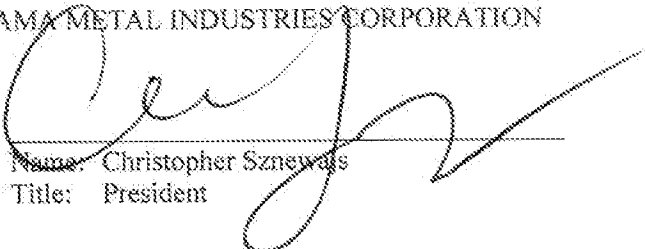
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

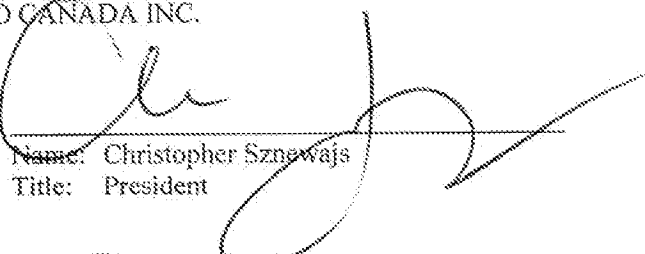
ALABAMA METAL INDUSTRIES CORPORATION

By:


Name: Christopher Sznewajs
Title: President

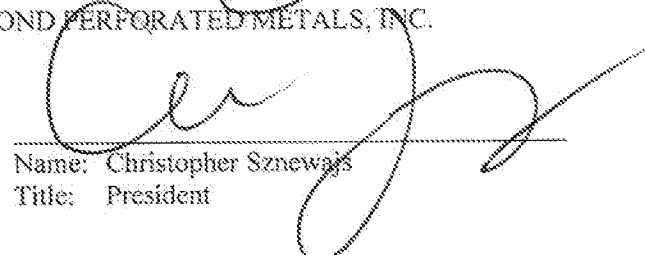
AMICO CANADA INC.

By:


Name: Christopher Sznewajs
Title: President

DIAMOND PERFORATED METALS, INC.

By:


Name: Christopher Sznewajs
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007712 FRAME: 0103

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, N.A., as Administrative Agent




By: 
Name: Ashleigh Erickson
Title: Vice President / Authorized Officer

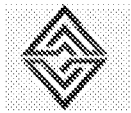
[Signature Page to Trademark Security Agreement]


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
Schedule I to Trademark Security Agreement

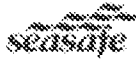
1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark	Reg No./Ser. No.	Registration Date	Owner
United States	AMICLAMP	RN: 5939035 SN: 87982110	December 17, 2019	Alabama Metal Industries Corporation
United States	AMICO and Design 	RN: 1912984 SN: 74532836	August 22, 1995	Alabama Metal Industries Corporation
United States	AMICO GREENSCREEN and Design 	RN: 5650626 SN: 87635368	January 8, 2019	Alabama Metal Industries Corporation
United States	AMICO SECURITY and Design 	RN: 5857810 SN: 87117799	September 10, 2019	Alabama Metal Industries Corporation
United States	AMICO	RN: 1915974 SN: 74532835	September 5, 1995	Alabama Metal Industries Corporation
United States	AMICOAT	SN: 88944899	N/A	Alabama Metal Industries Corporation
United States	AMIFLOW	RN: 5968752 SN: 88212769	January 21, 2020	Alabama Metal Industries Corporation
United States	AMIGUARD ANIMAL SHIELD	SN: 90306879	N/A	Alabama Metal Industries Corporation

Country	Trademark	Reg No./Ser. No.	Registration Date	Owner
United States	AMIGUARD POSTS	RN: 5955939 SN: 87287923	January 7, 2020	Alabama Metal Industries Corporation
United States	AMIGUARD	RN: 5938391 SN: 87228845	December 17, 2019	Alabama Metal Industries Corporation
United States	ANC	RN: 3351722 SN: 77143724	December 11, 2007	Alabama Metal Industries Corporation
United States	CHAMELEON	RN: 5968275 SN: 87982349	January 21, 2020	Alabama Metal Industries Corporation
United States	Design Only 	RN: 5944477 SN: 87228857	December 24, 2019	Alabama Metal Industries Corporation
United States	DIAMOND FASTENERS	RN: 5938350 SN: 87152417	December 17, 2019	Alabama Metal Industries Corporation
United States	DIAMOND GRIP	RN: 2189215 SN: 75318925	September 15, 1998	Alabama Metal Industries Corporation
United States	FINISH PLATES	RN: 5944451 SN: 87152385	December 24, 2019	Alabama Metal Industries Corporation
United States	GATORGRATE	RN: 4741923 SN: 86230265	May 26, 2015	Alabama Metal Industries Corporation
United States	HYDRODRY	RN: 5985704 SN: 88207643	February 11, 2020	Alabama Metal Industries Corporation
United States	INFINI-RAIL	RN: 5938351 SN: 87152432	December 17, 2019	Alabama Metal Industries Corporation
United States	ORNAMESH	RN: 1901456 SN: 74532516	June 27, 1995	Alabama Metal Industries Corporation

Country	Trademark	Reg No./Ser. No.	Registration Date	Owner
United States	SAFETY GRIP	RN: 2337053 SN: 75330898	April 4, 2000	Alabama Metal Industries Corporation
United States	SAFETY-TREAD	RN: 1586488 SN: 73527034	March 13, 1990	Amico Canada Inc.
United States	SEASAFE and Design 	RN: 2439864 SN: 75562870	April 3, 2001	Alabama Metal Industries Corporation
United States	SECURA CLIP	RN: 6058745 SN: 88669723	May 19, 2020	Alabama Metal Industries Corporation
United States	SECURA FENCE SYSTEM	RN: 1904092 SN: 74533654	July 11, 1995	Alabama Metal Industries Corporation
United States	SECURA LATH	RN: 1921479 SN: 74575870	September 26, 1995	Alabama Metal Industries Corporation
United States	SECURA MESH	RN: 1904088 SN: 74532515	July 11, 1995	Alabama Metal Industries Corporation
United States	SECURA-SLEEVE	RN: 5938352 SN: 87152450	December 17, 2019	Alabama Metal Industries Corporation
United States	SPEED BEAD	SN: 90309178	N/A	Alabama Metal Industries Corporation
United States	STAY-FORM	RN: 1900341 SN: 74532517	June 20, 1995	Alabama Metal Industries Corporation
United States	TILATH	RN: 4634079 SN: 86130917	November 4, 2014	Alabama Metal Industries Corporation
United States	TRANSFORMING MATERIALS INTO PRODUCTS THAT MAKE A BETTER WORLD	RN: 5775737 SN: 86409871	June 11, 2019	Alabama Metal Industries Corporation

Country	Trademark	Reg No./Ser. No.	Registration Date	Owner
United States	VAPORVENT	SN: 88210224	N/A	Alabama Metal Industries Corporation
United States	ZIP STRIP	RN: 1910087 SN: 74532798	August 8, 1995	Alabama Metal Industries Corporation
Canada	AMICO	RN: TMA683814 AN: 1290105	March 16, 2007	Amico Canada Inc.
Canada	DIAMOND GRIP GRATING	RN: TMA273936 AN: 0478317	November 19, 1982	Amico Canada Inc.
Canada	DIAMOND-GRIP GRATING	RN: TMA331181 AN: 0559460	August 21, 1987	Amico Canada Inc.
Canada	ISG and Design 	RN: TMA390146 AN: 0647107	November 15, 1991	Amico Canada Inc.
Canada	ROOF-GRIP	RN: TMA375581 AN: 0647116	November 9, 1990	Amico Canada Inc.
Canada	SAFETY-GRIP GRATING	RN: TMA325721 AN: 0530472	April 10, 1987	Amico Canada Inc.
Canada	SAFETY-GRIP NOSING	RN: TMA393819 AN: 0647127	February 7, 1992	Amico Canada Inc.
Canada	SAFETY-TREAD GRATING	RN: TMA326202 AN: 0530473	April 10, 1987	Amico Canada Inc.
Canada	SEASAFE and Design	RN: TMA683815 AN: 1290107	March 16, 2007	Amico Canada Inc.

Country	Trademark	Reg No./Ser. No.	Registration Date	Owner
	 RN: TMA683815 AN: 1290107			
United States	THE HOLE COMPANY	RN: 2200208 SN: 75150950	October 27, 1998	Diamond Perforated Metals, Inc.
United States	RAIN SCREED	AN: 97/062,893	N/A	Alabama Metal Industries Corporation
Canada	SPEED BEAD	AN: 2105269	N/A	Alabama Metal Industries Corporation

2. TRADEMARK LICENSES

1. Exclusive Patent and Trademark License dated as of March 22, 2019, by and between E-Z Bead, LLC, and Alabama Metal Industries Corporation.
2. Exclusive Patent and Trademark License dated as of June 14, 2018, by and between E-Z Bead, LLC, and Alabama Metal Industries Corporation for license of the following:
 - a. US Trademark App. No. 87199836 (E-Z VENT)
 - b. Unregistered trademarks: E-Z WEEP; E-Z JOINT, and E-Z VINYL
 - c. US Patent Application No. 15/791,246
 - d. Canadian Patent Application No. 2,983,532
3. Intellectual Property License Letter Agreements renewed annually resulting from that certain Asset Purchase Agreement dated as of February 2, 2017, by and between Fisher & Ludlow Inc., Nucor Corporation, Alabama Metal Industries Corporation and Gibraltar Industries, Inc.
4. Statement of Work effective September 1, 2018, by and between Beloved Robot, LLC and Alabama Metal Industries Corporation.