

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Stephens P&S, LLC		04/30/2008	LIMITED LIABILITY COMPANY: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
Name:	National City Business Credit, Inc.		
Street Address:	1965 East Sixth Street		
Internal Address:	Suite 400		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	78894013	ONGUARD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-954-0200		
Email:	trademark@ssd.com		
Correspondent Name:	Elizabeth Seals		
Address Line 1:	Squire, Sanders & Dempsey L.L.P.		
Address Line 2:	One Maritime Plaza, Suite 300		
Address Line 4:	San Francisco, CALIFORNIA 94111-3492		
ATTORNEY DOCKET NUMBER:	023961-00021		
NAME OF SUBMITTER:	Elizabeth Seals		
Signature:	/Elizabeth Seals/		

CH \$40.00 78894013

Date:

05/06/2008

**Total Attachments: 11**

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**CONFIRMATION OF ASSIGNMENT OF  
TRADEMARKS AND LICENSES**

**THIS CONFIRMATION OF ASSIGNMENT OF TRADEMARKS AND LICENSES** (this "Confirmation") is made as of April 30, 2008, by Stephens P&S, LLC, a Kentucky limited liability company, having an office at 224 East Highway 619, Russell Springs, Kentucky 42642 (the "Company") in favor of **NATIONAL CITY BUSINESS CREDIT, INC.**, an Ohio corporation, having an office at 1965 East Sixth Street, Suite 400, Cleveland, Ohio 44114 ("NCBC"), as Agent.

**RECITALS**

A. Stephens Pipe & Steel, LLC, a Kentucky limited liability company ("Stephens"), as borrower, has entered into that certain Amended and Restated Credit and Security Agreement, dated as of June 24, 2005 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among Stephens, various financial institutions (the "Lenders") and NCBC, as administrative and collateral agent (the "Agent"). Each capitalized term not defined herein has the same meaning as in the Credit Agreement.

B. In connection with the Credit Agreement, Stephens has entered into that certain Collateral Assignment of Security Interest in Trademarks and Licenses, dated as of June 24, 2005 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement") in favor of the Agent.

C. Pursuant to an Assignment, dated as of the date hereof, Stephens has assigned all of its right, title and interest in its trademarks and the Trademark Collateral (as defined in the Trademark Security Agreement) to the Company.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Company hereby agrees as follows:


1. Confirmation of Assumption. The Company hereby irrevocably and unconditionally: (i) assumes all of the obligations and liabilities of Stephens under the Trademark Security Agreement as fully as if the Company had been an original party to such Trademark Security Agreement in place of Stephens and (ii) agrees to be bound by all representations, warranties, covenants, provisions and conditions of such Trademark Security Agreement applicable to Stephens thereunder as if the Company had been the original party making such representations, warranties and covenants.

2. Confirmation of Security Grant. The Company hereby irrevocably and unconditionally confirms that, pursuant to Section 1 of the Trademark Security Agreement, the Company has granted to the Agent, for the benefit of the Secured Creditors, a continuing security interest in the Trademark Collateral, including the Trademarks listed on Exhibit A.

[Signature Follows on Next Page]

**IN WITNESS WHEREOF**, the Company has caused this Confirmation to be signed by its authorized officer and duly attested the day and year first above written.

**STEPHENS P&S, LLC**

  
Name: Terry L. Stephens  
Title: President \* Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF Jefferson

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SS:

On this, the 30<sup>th</sup> day of April, 2008 before me personally came Terry Stephens, to me known, who, being duly sworn, did depose and state that he is the Secretary of Stephens P&S, LLC, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Managers of said company.

Karen Ballard

Notary Public

[SEAL]

My commission expires: 4-20-2011

EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
ONGUARD	Stephens P&S, LLC	78/894,013		USA

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>File Date</u>	<u>Country</u>
None				

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
TRADEMARKS AND LICENSES**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES** (this "Agreement") is made as of June 24, 2005, by Stephens Pipe & Steel, LLC, a Kentucky limited liability company, having an office at 224 East Highway 619, Russell Springs, Kentucky 42642 (the "Grantor") in favor of **NATIONAL CITY BUSINESS CREDIT, INC.** an Ohio corporation, having an office at 1965 East Sixth Street, Suite 400, Cleveland, Ohio 44114 ("NCBC"), as Agent.

**RECITALS**

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. The Grantor, as borrower, has entered into that certain Amended and Restated Credit and Security Agreement, dated as of June 24, 2005 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, various financial institutions (the "Lenders") and NCBC, as administrative agent for the Lenders (the "Agent"). Pursuant to the Credit Agreement, upon the satisfaction of certain terms and conditions contained therein, the Lenders will make certain advances and other financial accommodations available to the Grantor.

C. The Grantor has agreed to grant to the Agent, for the benefit of the Lenders, a security interest in all of its right, title and interest in and to the Trademark Collateral as collateral security for the Obligations (as defined in the Credit Agreement).

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby:

1. Grants to the Agent for the benefit of the Lenders, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all United States and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, United States and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Exhibit A; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor, (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any

of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of the Grantor's trademark registrations and applications in existence as of the date hereof.

(b) The Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks, including Trademarks owned by any third party.

(c) All Trademarks are free from any Lien except for Permitted Encumbrances and free of any restrictions which could reasonably be expected to have a Material Adverse Effect on the operation of the business of the Grantor as presently conducted.

(d) The Grantor, as of the date hereof, has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademarks.

(e) All of the registered trademarks among the Trademark are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.

(g) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral and has taken all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United



States Patent and Trademark Office against each United States trademark registration and application among the Trademarks, or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

4. Covenants as follows:

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) The Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application, will automatically become part of the Trademark Collateral. The Grantor further agrees that it shall deliver to the Agent a written report, in reasonable detail, upon the Agent's request but not more than annually, setting forth each new trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the previous report. The Grantor authorizes the Agent to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Agent in effecting any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material trademark application or registration set forth in Exhibit A hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration, and (ii) pursue each such trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of the Grantor's business as then conducted, including, if appropriate in the Grantor's judgment, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of

divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each material new or acquired Trademark to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) The Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any material Trademark Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark.

(h) In the event that the Grantor makes a determination in its reasonable business judgment that any material Trademark has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Agent and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

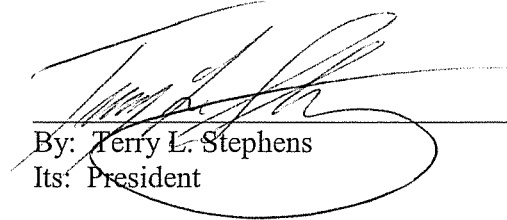
(i) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral.

(j) The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Agent or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

[Signature Follows on Next Page]

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

**STEPHENS PIPE & STEEL, LLC**



By: Terry L. Stephens  
Its: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY

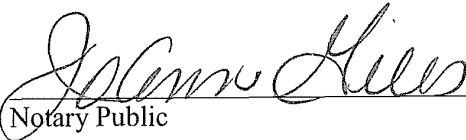
COUNTY OF

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SS:

On this, the 16 day of June, 2005, before me personally came Terry L. Stephens, to me known, who, being duly sworn, did depose and state that he is the President of Stephens Pipe & Steel, LLC, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.

  
\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires:

7-12-08

EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
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None

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>File Date</u>	<u>Owner</u>
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None