

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DSI Underground Systems, LLC		02/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
FCI Holdings Delaware, Inc., a Delaware corporation		02/29/2016	CORPORATION: DELAWARE
J-Lok Co., a Pennsylvania corporation		02/29/2016	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Serial Number:	73265642	COMBINATION
Serial Number:	73582453	INST'AL
Serial Number:	73742975	INSTAL
Serial Number:	74702099	JM CABLE
Serial Number:	75193965	JMS CABLE
Serial Number:	75246822	FRICTION-LOK
Serial Number:	75428429	J-BAR
Serial Number:	76383158	BIG JOHN
Serial Number:	78565446	JM STEEL USA
Serial Number:	78735171	SUPER TWIST
Serial Number:	78735189	INSTÁL CABLE
Serial Number:	78735158	BYTM
Serial Number:	78938796	SHADOW PLATE
Serial Number:	77192059	SUPER TWIST
Serial Number:	77664803	STRESS, GEOLOGIC AND SUPPORT

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Property Type	Number	Word Mark
Serial Number:	77664788	SGS
Serial Number:	77793418	PH
Serial Number:	77796385	JENNCHEM
Serial Number:	77903310	RIP
Serial Number:	85049491	JENNMAR
Serial Number:	85066216	J-SEAL
Serial Number:	85066189	J-CRIB
Serial Number:	85140000	SAFE-T-CAP
Serial Number:	85140011	PYTHON
Serial Number:	85220743	IMPACT RESISTANT LAGGING
Serial Number:	85220758	IRL
Serial Number:	85337386	J-CRETE
Serial Number:	85627059	J-PAK
Serial Number:	85648400	KMS
Serial Number:	85671660	KMS
Serial Number:	85818895	J-SAND
Serial Number:	86126792	J-SANDY
Serial Number:	86563194	YIELD-LOK
Serial Number:	86588260	SUMO
Serial Number:	85080146	J-LOK
Serial Number:	78565461	J-LOK USA
Serial Number:	77762975	TWIN-LOK
Serial Number:	74635060	CABLELOC
Serial Number:	74248902	COAL POST
Serial Number:	77405364	D-DOME
Serial Number:	77688954	DUO SPEED
Serial Number:	73001824	FASLOC
Serial Number:	77083416	MINICAGE
Serial Number:	77961716	TANDEM ANCHOR
Serial Number:	75812867	TRI-LOG
Serial Number:	78327467	OMEGA-BOLT

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

TRADEMARK

REEL: 005743 FRAME: 0416

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER: Susan O'Brien

SIGNATURE: /Michael Barys/

DATE SIGNED: 03/01/2016

Total Attachments: 12

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Additional names of conveying parties

FCI Holdings Delaware, Inc., a Delaware corporation
J-Lok Co., a Pennsylvania corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of February, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 29, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Frank Calandra, Inc., a Pennsylvania corporation ("Parent"), certain of Parent's Subsidiaries organized under the laws of the United States party thereto as borrowers (each individually, a "US Borrower" and, collectively, the "US Borrowers"), certain of Parent's Subsidiaries organized under the laws of Australia party thereto as borrowers (each individually, an "Australian Borrower" and, collectively, the "Australian Borrowers", and together with the US Borrowers, each individually, a "Borrower" and, collectively, the "Borrowers"), certain of their affiliates party thereto as guarantors, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of February 29, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (excluding any Excluded Property, collectively, the "Trademark Collateral"):

a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, injury to the goodwill associated with any Trademark, or right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

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7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DSI UNDERGROUND SYSTEMS, LLC

By: 

Name: Frank Calandra, Jr.

Title: President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FCI HOLDINGS DELAWARE, INC.

By: 

Name: Frank Calandra, Jr.
Title: President

J-LOK CO.

By: 

Name: Frank Calandra, Jr.
Title: President and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FCI HOLDINGS DELAWARE, INC.

By: _____
Name:
Title:

J-LOK CO.

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: *Thomas Blackman*
Name: *Thomas Blackman*
Title: *Director*

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FCI Holdings Delaware, Inc.	US	COMBINATION	73/265,642	8/18/1981
FCI Holdings Delaware, Inc.	US	INSTAL	73/582,453	6/16/1987
FCI Holdings Delaware, Inc.	US	INSTAL	73/742,975	8/1/1989
FCI Holdings Delaware, Inc.	US	JM CABLE	74/702,099	5/27/1997
FCI Holdings Delaware, Inc.	US	JMS CABLE	75/193,965	12/23/1997
FCI Holdings Delaware, Inc.	US	FRICTION-LOK	75/246,822	3/3/1998
FCI Holdings Delaware, Inc.	US	J-BAR	75/428,429	4/20/1999
FCI Holdings Delaware, Inc.	US	BIG JOHN	76/383,158	1/28/2003
FCI Holdings Delaware, Inc.	US	JM STEEL USA and Design	78/565,446	9/4/2007
FCI Holdings Delaware, Inc.	US	JM STEEL USA and Design	78/565,446	9/4/2007
FCI Holdings Delaware, Inc.	US	SUPER TWIST	78/735,171	10/2/2007
FCI Holdings Delaware, Inc.	US	INSTAL CABLE	78/735,189	1/8/2008
FCI Holdings Delaware, Inc.	US	BYTM	78/735,158	10/2/2007
FCI Holdings Delaware, Inc.	US	SHADOW PLATE	78/938,796	1/8/2008
FCI Holdings Delaware, Inc.	US	SUPER TWIST	77/192,059	11/25/2008
FCI Holdings Delaware, Inc.	US	STRESS, GEOLOGIC AND SUPPORT	77/664,803	12/20/2011

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Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FCI Holdings Delaware, Inc.	US	SGS	77/664,788	12/20/2011
FCI Holdings Delaware, Inc.	US	PH	77/793,418	2/23/2010
FCI Holdings Delaware, Inc.	US	JENNCHEM	77/796,385	2/28/2012
FCI Holdings Delaware, Inc.	US	JENNCHEM	77/796,385	2/28/2012
FCI Holdings Delaware, Inc.	US	RIP	77/903,310	6/6/2011
FCI Holdings Delaware, Inc.	US	JENNMAR	85/049,491	3/22/2011
FCI Holdings Delaware, Inc.	US	J-SEAL	85/066,216	2/8/2011
FCI Holdings Delaware, Inc.	US	J-CRIB	85/066,189	2/8/2011
FCI Holdings Delaware, Inc.	US	SAFE-T-CAP	85/140,000	12/13/2011
FCI Holdings Delaware, Inc.	US	PYTHON and Design	85/140,011	6/21/2011
FCI Holdings Delaware, Inc.	US	IMPACT RESISTANT LAGGING	85/220,743	1/3/2012
FCI Holdings Delaware, Inc.	US	IMPACT RESISTANT LAGGING	85/220,743	1/3/2012
FCI Holdings Delaware, Inc.	US	IRL	85/220,758	11/6/2012
FCI Holdings Delaware, Inc.	US	IRL	85/220,758	11/6/2012
FCI Holdings Delaware, Inc.	US	J-CRETE	85/337,386	1/1/2013
FCI Holdings Delaware, Inc.	US	J-PAK	85/627,059	8/12/2014
FCI Holdings Delaware, Inc.	US	KMS	85/648,400	1/15/2013
FCI Holdings Delaware, Inc.	US	KMS and Design	85/671,660	4/29/2014
FCI Holdings Delaware, Inc.	US	J-SAND	85/818,895	11/19/2013

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FCI Holdings Delaware, Inc.	US	J-SANDY	86/126,792	11/22/2013
FCI Holdings Delaware, Inc.	US	YIELD-LOK	86/563,194	3/13/2015
FCI Holdings Delaware, Inc.	US	SUMO	86/588,260	4/6/2015
J-LOK Co.	US	J-LOK	85/080,146	2/22/2011
J-LOK Co.	US	J-LOK USA and DESIGN	78/565,461	9/11/2007
J-LOK Co.	US	TWIN-LOK	77/762,975	3/2/2010
DSI Underground Systems, LLC	US	CABLELOC	74635060	1/16/1996
DSI Underground Systems, LLC	US	COAL POST	74248902	11/17/1992
DSI Underground Systems, LLC	US	D-DOME	77405364	4/21/2009
DSI Underground Systems, LLC	US	DUO SPEED	77688954	10/6/2009
DSI Underground Systems, LLC	US	FASLOC	73001824	6/10/1975
DSI Underground Systems, LLC	US	MINI CAGE	77083416	7/22/2008
DSI Underground Systems, LLC	US	OMEGA-BOLT	78327467	2/21/2006
DSI Underground Systems, LLC	US	TANDEM ANCHOR	77961716	8/30/20 11
DSI Underground Systems, LLC	US	TRI-LOG	7581 2867	9/11/2001

Trade Names

All registered entity names; Jennmar; Jennmar Corp.

Common Law Trademarks

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**TRADEMARK
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None.

Trademarks Not Currently In Use

None.

Trademark Licenses

South Africa Licensing Agreement, by and between DSI Underground Systems, Inc. and H.M. License Company (Proprietary) Limited. dated 1 October 2006, regarding the FASLOC mark.