

7/23/98
07-27-1998Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100775699

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Specialty Piping Components, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Texas
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other Assignment of Security Interest

Execution Date: June 27, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address:

Street Address: One Bankers Trust Plaza

City: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation- State New York
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

Trademark Registration No.(s)\

1,295,693

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nathalie Munzberg

Internal Address: White & Case LLP

Room 3030

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved

11

7. Total fee (37 CFR 3.41): \$ 290.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:481
02 FC:48240.00 OP
250.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberly V. Miller

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1766 FRAME: 0209

SCHEDULE ATRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BOTTLET	1,295,693	September 18, 1984
STUDDT	1,134,980	May 13, 1980
NOZZELET	1,147,027	February 17, 1981
THERMALET	1,109,135	December 19, 1978
WFI	1,085,887	February 21, 1978
FLANGET	1,102,521	September 19, 1978
VESSELET	1,060,234	March 1, 1977
BOSSET	1,066,587,	May 31, 1977
PIPETS	1,068,404	June 28, 1977
TAPER-LOK	1,384,951	March 4, 1986

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
THERM-L-BOW	75/089,230	April 16, 1996



ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Specialty Piping Components, Inc., a Texas corporation (the "Assignor") with principal offices at Houston, Texas, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 30, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

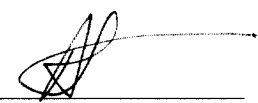
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 27th day of June, 1998.

SPECIALTY PIPING COMPONENTS, INC.
Assignor

By 
Name: RONALD R. BOLIAN
Title: PRESIDENT

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By 
Name: ANTHONY LOGRIPPO
Title: VICE PRESIDENT

STATE OF TEXAS)
 HARRIS) SS.:
COUNTY OF ~~TEXAS~~)

On this 27 day of JUNE, 1998, before me personally came _____
RONALD R. BOLIAN who, being by me duly sworn, did state as follows: that [s]he is
PRESIDENT of Specialty Piping Components, Inc., that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.

Susan Stebbins
Notary Public

