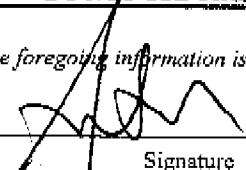


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Heller Financial, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation – a Delaware Corporation <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Pipelining Products, Inc. Internal Address: _____ Street Address: 2925 Briarpark Drive, Suite 1000 City: Houston State: TX Zip: 77042 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership – a Delaware Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - Release Execution Date: February 12, 2004	4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2016518 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel LLP _____ Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022	6. Total number of applications and registrations involved: <input type="text" value="1"/> 7. Total fee (37 CFR 3.41)..... \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500675 – Schulte Roth & Zabel LLP (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Santo Manna, Esq. Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <p>February 13, 2004 Date</p> </div> </div> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/></p>		

CH \$40.00 500675 2016518

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

9589950.1

RELEASE OF SECURITY INTEREST
(Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks) (the "Release") is made as of the date indicated below by Heller Financial, Inc., a Delaware corporation, as agent for the Lenders referred to below (in such capacity, the "Releasor"), in favor of Pipelining Products, Inc., a New York corporation (hereinafter, the "Releasee").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 2, 2000 (the "Credit Agreement") by and among the Releasee, BRH-Garver, Inc., a Texas corporation ("Garver"), Garver Construction Ltd., a Texas limited partnership ("Gaver Construction"), PM Construction & Rehab, L.P., a Tennessee limited partnership ("PM"), and rePipe, Inc., a Delaware corporation ("rePipe" and together with Releasee, Garver, Garver Construction and PM each a "Borrower" and collectively, the "Borrowers"), the Releasor and the lenders described therein (the "Lenders"), and other related loan documents (collectively, with the Credit Agreement, and as each may have been amended or otherwise modified from time to time, the "Financing Agreements"), the Lenders agreed to make loans and other financial accommodations to Borrowers;

WHEREAS, the Releasee and the Releasor entered into that certain Trademark Mortgage dated as of June 2, 2000, as amended or otherwise modified from time to time (the "Trademark Mortgage");

WHEREAS, pursuant to the Trademark Mortgage, Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Financing Agreements) (collectively, the "Trademark Collateral");

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all other applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and the Trademarks (as such term is defined in the Financing Agreements), and renewals thereof, and all income royalties, damages and payments then or thereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing, the "Trademarks"); and

(b) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Releasee's business connected with the use of and symbolized by the Trademarks;

WHEREAS, the Trademark Mortgage was recorded at the United States Patent and Trademark Office on August 30, 2000.

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Trademark Mortgage and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Trademark Mortgage and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 12 day of February, 2004.

HELLER FINANCIAL, INC., as Agent

By: [Signature]
Name: CHAD S. BLAKEMAN
Title: Duly Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

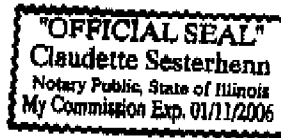
STATE OF ILLINOIS

ss.:

COUNTY OF COOK

On this 12 day of February, 2004, before me, the undersigned, personally appeared CHAD S. BLAKEMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
[NOTARY SEAL]



SCHEDULE A

Trademark Registrations and Applications

<u>Trademark Description</u>	<u>U.S. Serial/ Registration No.</u>	<u>Date Registered</u>
Cure-Line Pipe	74-688139/2016518	November 12, 1996