

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pipe Liners, Inc.		02/25/2005	CORPORATION: LOUISIANA
Rinker Materials Polypipe, Inc.		02/25/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	D.B. Zwirn Special Opportunities Fund, L.P.		
Street Address:	745 Fifth Avenue, 18th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1576372	U-LINER	
Serial Number:	74306643	SMART PIPE	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq.		
Signature:	/sas for da/		
Date:	03/03/2005		

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2005, by **RINKER MATERIALS POLYPIPE, INC.**, a Texas corporation, and **PIPE LINERS, INC.**, a Louisiana corporation (collectively "Grantor"), in favor of **D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, in its capacity as agent ("Agent") for the lenders ("Lenders") party from time to time to the Financing Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement, dated as of the date hereof, by and among Grantor and PolyPipe, Inc., a Delaware corporation (collectively, "Borrowers"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), Lenders have agreed to make loans to, and assist in the establishing of Letters of Credit for the benefit of, Grantor and the other Borrowers;

WHEREAS, Borrowers have entered into that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), in favor of Agent, for the benefit of itself and Lenders;

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee, and granted to the Grantee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (as defined in the Security Agreement), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and Lenders, 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in

all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark collectively, the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RINKER MATERIALS POLYPIPE, INC.

By: J. David Fordyce
Name: J. David Fordyce
Title: President

PIPE LINERS, INC.

By: J. David Fordyce
Name: J. David Fordyce
Title: President

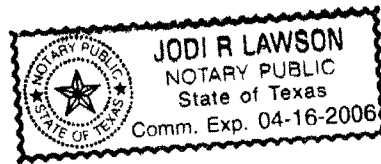
ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
)
COUNTY OF Cooke) ss.

On this 25TH day of February, 2005 before me personally appeared J. David Fordyce, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of **Rinker Materials Polypipe, Inc. and Pipe Liners, Inc.**, who being by me duly sworn did depose and say that he is an authorized officer of each such corporation, that the said instrument was signed on behalf of each such corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each such corporation.

Jodi R. Lawson
Notary Public

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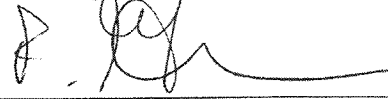


Trademark Security Agreement
009265.0100.313248

TRADEMARK
REEL: 003038 FRAME: 0582

ACCEPTED AND ACKNOWLEDGED BY:

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P., as Agent**



By: _____
Name: Perry A. Gruss
Title: Chief Financial Officer

Trademark Security Agreement

**TRADEMARK
REEL: 003038 FRAME: 0583**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

See attached.

N&V REF. RENEWAL	COUNTRY	APPLN NO. MARK	APPLN DATE	REG. NO.	REG. DATE	STATUS
0406-0029 01/09/2010	US	756,962 U-LINER	10/11/1988	1,576,372	01/09/1990	Registered
0406-0042	JP	2-20537 U-LINER	02/23/1990			Inactive
0406-0046	NZ	204159 U-LINER	08/17/1990			Inactive
0406-0047 08/23/2007	AU	540723 U-LINER	08/23/1990	B540723	10/27/1993	Registered
0406-0056 07/02/2011	MX	117,260 U-LINER	07/02/1991	415290	06/02/1992	Registered
0406-0077	US	74/306,643 SMART PIPE	08/24/1992			Inactive
0406-0081	HK	6070/93 U-LINER	06/17/1993			Filed
0406-0089 06/30/2005	RU	95707385 U-LINER	06/30/1995	157050	10/13/1997	Registered
0406-0091 12/05/2007	KR	35834/95 U-LINER	09/20/1995	385521	12/05/1997	Registered