

**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
JPMorgan Chase Bank, N.A.		10/19/2007	National Banking Association:

RECEIVING PARTY DATA

Name:	Chase Capital Corporation
Street Address:	10 S. Dearborn, 19th Floor
Internal Address:	Mail Code IL1-0401
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1657404	ENVIROPIPE
Registration Number:	1420044	
Registration Number:	1679402	POLY-PIPE
Registration Number:	1694372	POLY PIPE
Registration Number:	2642868	POLYPIPE

CORRESPONDENCE DATA

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-758-3552  
 Email: ipdallas@pattonboggs.com  
 Correspondent Name: Darren W. Collins  
 Address Line 1: 2001 Ross Avenue  
 Address Line 2: Suite 3000  
 Address Line 4: Dallas, TEXAS 75201

OP \$140.00 1657404

ATTORNEY DOCKET NUMBER:	025534.0101
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	11/02/2007
Total Attachments: 4 source=JPMorgan-Chase-PolyPipe TM Security Agmt#page1.tif source=JPMorgan-Chase-PolyPipe TM Security Agmt#page2.tif source=JPMorgan-Chase-PolyPipe TM Security Agmt#page3.tif source=JPMorgan-Chase-PolyPipe TM Security Agmt#page4.tif	

## TRADEMARK SECURITY AGREEMENT ASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT ASSIGNMENT ("Assignment") dated as of the 19<sup>th</sup> day of October, 2007 ("Effective Date"), is entered into by and between JPMorgan Chase Bank, N.A., a national banking association ("Assignor"), and Chase Capital Corporation ("Assignee"). Capitalized terms used herein but not defined herein have the definitions assigned to them in the Trademark Security Agreement (defined below).

WHEREAS, Assignor, as administrative agent for certain lenders (the "Lenders"), the Lenders, PolyPipe, Inc. ("Grantor") and the other Loan Parties (as defined in the Credit Agreement) are party to that certain Second Lien Credit Agreement, dated as of January 25, 2007 (the "Credit Agreement");

WHEREAS, Grantor and Assignor are parties to that certain Trademark Security Agreement, dated as of January 25, 2007 (the "Trademark Security Agreement"), pursuant to which Grantor has granted to Assignor, for the benefit of the Lenders, a security interest in all now-owned or hereafter-acquired Trademarks, Trademark registrations, Trademark applications and Licenses and all products and proceeds thereof;

WHEREAS, Assignor is resigning as administrative agent under the Credit Agreement and Assignee is named as successor agent thereunder;

WHEREAS, Assignor desires to assign and transfer to Assignee all of its security interest in the Trademark Collateral;

WHEREAS, Assignee has agreed to accept and assume from Assignor all security interests in and to the Trademark Collateral, for the benefit of itself and the other Lenders, and Assignor desires to assign the same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. Assignment of Security Interest. In consideration of moneys paid and the rights and benefits received by Assignor directly or indirectly, Assignor hereby assigns, transfers, sells, and conveys to Assignee, all of Assignor's security interest throughout the world in and to the Trademark Collateral, including, but not limited to, those items identified on Schedule A hereto.
2. General. If any provision of this Assignment or the assignment of any interest is held to be illegal or unenforceable is determined to be invalid or unenforceable, such provision or assignment of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and enforceable. This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of Texas without regard to conflicts of laws provisions thereof. This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

*[Signatures follow]*

IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

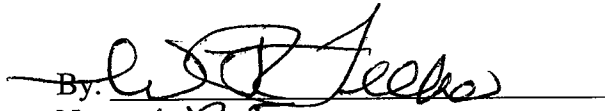
**ASSIGNOR**

JPMORGAN CHASE BANK, N.A.

By:   
Name: W.P. FELTON  
Title: SVP

**ASSIGNEE**

CHASE CAPITAL CORPORATION

By:   
Name: W.P. FELTON  
Title: CA

Schedule A

Schedule A  
to Trademark  
Security Agreement

Trademarks

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date
PolyPipe, Inc.	United States	ENVIROPIPE	1,657,404	9/17/91	None
PolyPipe, Inc.	United States	DESIGN ONLY	1,420,044	12/9/86	None
PolyPipe, Inc.	United States	POLY-PIPE	1,679,402	3/17/92	None
PolyPipe, Inc.	United States	POLY PIPE	1,694,372	6/16/92	None
PolyPipe, Inc.	United States	POLYPIPE	2,642,868	10/29/02	None

Licenses  
None.

Trademark Applications  
None.