

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: 1			
Property Type	Number	Word Mark	
Registration Number:	1576372	U-LINER	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	025534.0101		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

OP \$40.00 1576372

Date:

11/02/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT ASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT ASSIGNMENT ("Assignment") dated as of the ^{19th} 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, Pipe Liners, 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: WJ Felke
Name: WJ FELKE
Title: SVP

ASSIGNEE

CHASE CAPITAL CORPORATION

By: WJ Felke
Name: WJ FELKE
Title: CEO

Schedule A

Schedule A
to Trademark
Security Agreement

Trademarks

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date
Pipe Liners, Inc.	United States	U-LINER	1,576,372	1/9/90	None

Licenses
None.

Trademark Applications
None.