

**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
North American Pipe Corporation		06/05/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	55 S. Lake Avenue
Internal Address:	Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	77137104	N
Registration Number:	3400381	NORTH AMERICAN PIPE
Serial Number:	78791791	RIGHT, ON TIME, ALL THE TIME
Registration Number:	2663926	ENERPRO
Serial Number:	77137153	N
Serial Number:	77137140	N
Serial Number:	77104411	PRESIDIO
Serial Number:	77394074	NAPCO

**CORRESPONDENCE DATA**

Fax Number: (214)200-0384  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214.651.5665  
 Email: susan.myers@haynesboone.com  
 Correspondent Name: Haynes and Boone, LLP

CH \$215.00 77137104

Address Line 1: 901 Main Street  
Address Line 2: Suite 3100  
Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER:	17997.648
NAME OF SUBMITTER:	Randall E. Colson
Signature:	/Randall E. Colson/
Date:	07/23/2008

**Total Attachments: 7**

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AMENDMENT NO. 1

TO

TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2008 (the "*Amendment*"), is made by the undersigned ("*Grantor*") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (as defined below).

RECITALS

A. Reference is made to that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries (collectively, "*Borrowers*"), Agent, and certain lenders ("*Lenders*") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Credit Agreement*");

B. In connection with the Credit Agreement, Grantor has executed that certain Security Agreement dated as of July 31, 2003 in favor of Agent (including all exhibits, annexes, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Security Agreement*");

C. Pursuant to the Security Agreement, Grantor has executed that certain Trademark Security Agreement dated as of July 31, 2003 in favor of Agent (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Trademark Security Agreement*"), pursuant to which Grantor granted a security interest to Agent in all of its right, title and interest in all of its existing and after-acquired Trademarks and Trademark applications;

D. Subsequent to the delivery of the Trademark Security Agreement, Grantor filed certain additional Trademark applications with the United States Patent and Trademark Office, in which Grantor has granted a security interest to Agent pursuant to the Trademark Security Agreement; and




E. Pursuant to the Security Agreement, Grantor is amending *Schedule I* to the Trademark Security Agreement to reflect Agent's security interest in such additional Trademark applications.

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, the parties agree as follows:

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

2. AMENDMENT TO TRADEMARK SECURITY AGREEMENT. Grantor hereby amends *Schedule I* to the Trademark Security Agreement by adding the following thereto:

**Trademarks and Service Marks Registered by Grantor**

<b>Mark</b>	<b>Reg. No.</b>	<b>Filing/Reg. Date</b>
	77/137104	March 21, 2007
NORTH AMERICAN PIPE	3400381	March 18, 2008
RIGHT, ON TIME, ALL THE TIME	78/791791	January 13, 2006
ENERPRO	2663926	April 17, 2000
	77/137153	March 21, 2007
	77/137140	March 21, 2007
PRESIDIO	77/104411	February 10, 2007
NAPCO	77/394074	February 28, 2008

3. CONFIRMATION. Grantor hereby confirms (a) the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers, and privileges existing by virtue of the Credit Agreement, the Security Agreement, the Trademark Security Agreement, and other Loan Documents, and (b) that the liens and security interests in the Collateral created under the Security Agreement and the Trademark Security Agreement secure, among other indebtedness, the Obligations and all modifications, amendments, renewals, extensions, and restatements thereof.

4. ENTIRE AGREEMENT. Except as amended hereby, the Trademark Security Agreement will remain in full force and effect.

5. REFERENCE TO MISCELLANEOUS PROVISIONS. This Amendment is one of the "Loan Documents" referred to in the Credit Agreement, and all provisions relating to Loan Documents set forth in **Section 13** of the Credit Agreement are incorporated herein by reference, the same as if set forth herein verbatim.


[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]

**Signature Page to Amendment No. 1 to Trademark Security Agreement dated as of June 5, 2008, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.**

Grantor's Address:

**NORTH AMERICAN PIPE CORPORATION,**  
as Grantor, a Delaware corporation

2801 Post Oak Boulevard  
Suite 600  
Houston, Texas 77056  
Facsimile: 713.960.9420  
Attention: Treasurer

By:   
Wayne Morse  
President

**Signature Page to Amendment No. 1  
to NAPC Trademark Security Agreement**

**TRADEMARK  
REEL: 003821 FRAME: 0771**

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of July 31, 2003, is made by the undersigned ("*Grantor*") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (defined below).

### RECITALS

A. Pursuant to that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries (collectively, "*Borrowers*"), Agent, and certain lenders ("*Lenders*") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and issue Letters of Credit on behalf of Borrowers;

B. That certain Security Agreement, dated as of the date hereof, executed by Grantor in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), is integral to the transactions contemplated by the Loan Documents, and its execution and delivery is a condition precedent to Lenders' obligations to extend credit under the Loan Documents;

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of 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 agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (*except* for Permitted Liens) in all 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, service marks, trade names, trade styles, trademark and service mark applications and registrations, trademark applications, trademark registrations, and related licenses to which it is a party including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(c) ~~all~~ products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any , service mark, trade name, trade style, or (ii) injury to the goodwill associated with any of the foregoing.

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. This Trademark Security Agreement is subject to the applicable provisions of *Section 25* of the Security Agreement, including, without limitation, the provisions relating to GOVERNING LAW, CHOICE OF FORUM, AND SERVICE OF PROCESS, all of which are incorporated into this Trademark Security Agreement by reference the same as if set forth in this Trademark Security Agreement verbatim.

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SIGNATURE PAGE FOLLOWS.]

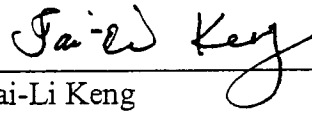
Signature Page to that certain Trademark Security Agreement dated as of July 31, 2003, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

EXECUTED to be effective as to the Closing Date.

Grantor's Address:

2801 Post Oak Boulevard  
Houston, Texas 77056  
Attention: Treasurer  
Facsimile No.: 713.960.9420

NORTH AMERICAN PIPE CORPORATION,  
as Grantor, a Delaware corporation

By:   
\_\_\_\_\_  
Tai-Li Keng  
Vice President



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks Registered by North American Pipe Corporation**

Mark	Serial/Reg. No.	Filing/Reg. Date ("R")
AMERIFLOW	2,236,524	4/6/1999 R
PRESIDIO	2,130,990	1/20/1998 R
PRESIDIO	76/140,044	10/3/2000
PRESIDIO	78/094,995	11/26/2001
RELIANT	76/359,294	1/15/2002
SENTINEL	76/359,293	1/15/2002
WESTECH	2,130,940	1/20/1998 R

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