

12-23-2009



103584277

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.22.
09

1. Name of conveying party(ies):

Royal Concrete Pipe, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Minnesota
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Diane Makens

Internal

Address: #107-214

Street Address: 3675 South Rainbow Boulevard

City: Las Vegas

State: Nevada

Country: United States Zip: 89103

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Individual Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 12/8/09

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,588,921

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

WHERE THE CUSTOMER IS ALWAYS KING (And Design)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gary L. Huusko

Internal Address: Suite 600

Street Address: 7300 West 147th Street

City: Apple Valley

State: Minnesota Zip: 55124

Phone Number: 952-432-3136

Fax Number: 952-432-3780

Email Address: huuskog@seversonsheldon.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 12/22/2009 DEVRNE 00000052 2568921

Authorized User Name 01 FC:4521 40.00 (P)
02 FC:8522 150.00 (P)

9. Signature:

Gary L. Huusko
Signature

12/16/2009

Date

Gary L. Huusko

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004121 FRAME: 0757

4.B. Trademark Registration Nos. (Additional Sheet)

2,289,284 - INFRA SAFE

2,588,922 - WHERE THE CUSTOMER IS ALWAYS KING (And Design)

2,636,202 - ROYAL ENTERPRISES AMERICA (And Design)

2,842,584 - Design - Picture of Crown

2,862,217 - INTRA FLOW

3,600,709 - ECOSTORM

Trademark Security Agreement

This **Trademark Security Agreement** ("Agreement"), dated December 8, 2009, is made by Royal Concrete Pipe, Inc., with its principal place of business at 30630 Forest Boulevard, P.O. Box 430, Stacy, Minnesota 55079 ("Grantor"), and is given to Diana Makens, 3675 South Rainbow Boulevard, #107-214, Las Vegas, Nevada 89103 (Grantee).

Background

Grantor desires to grant and Grantee desires to obtain a lien and security interest on the Trademark Collateral (as defined below) as security for the Obligations (as defined in the Credit Agreement Documents) and Grantee desires to have its lien and security interest in that Trademark Collateral confirmed by a document identifying that security interest and in a form as may be recorded in the United States Patent and Trademark Office.

Now, therefore, with the above Background deemed incorporated by reference and made a part of this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

1. In consideration of One Dollar (\$1.00) and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged, and to secure the obligations, Grantor does by this Agreement collaterally assign and grant to Grantee a lien and security interest in (a) all of Grantor's right, title, and interest in and to (i) the Trademark Registrations set forth on Schedule A to this Agreement; (ii) the licenses granted to Grantor for the Trademarks set forth on Schedule A; (iii) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the Trademarks; and (iv) proceeds of any and all of the above (the Trademarks, Applications, and Royalties and proceeds being referred to collectively in this Agreement as the "Trademark Rights"), and (b) all rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interest, claims, and demands being referred to in this Agreement as the "Claims," and the Trademark Rights and Claims being collectively referred to as the "Trademark" Collateral").

2. Grantor warrants and represents to Grantee that (a) Grantor is the true and lawful exclusive owner of the Trademark Rights set forth on Schedule A, including all rights and interests granted in this Agreement; (b) the Trademark Collateral is valid and enforceable; (c) Grantor has full power and authority to execute and deliver this Agreement; (d) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademark Rights and the interests granted in this Agreement; and (e) the Trademark Rights and all interests granted in this Agreement are so granted free from all liens,

charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

3. Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will (i) not enter into any Agreement, including without limitation, license agreements, which are inconsistent with Grantor's undertakings and covenants under this Agreement or which restrict or impair Grantee's rights under this Agreement, and (ii) maintain the Trademark Collateral in full force and effect.

4. So long as this Agreement is in effect and so long as Grantor has not received notice from Grantee that an Event of Default has occurred under the Credit Agreement Documents and that Grantee has elected to exercise its rights under this Agreement, Grantor shall continue to have the exclusive right to use the Trademark Rights and grant licenses with respect to them as described in this Agreement, and Grantee shall have no right to use the Trademark Rights or issue any exclusive or nonexclusive license with respect to them, or assign, pledge, or otherwise transfer any interest in the Trademark Rights to any other Person.

5. Grantor agrees not to sell, assign, or further encumber its rights and interests in the Trademark Collateral without prior written consent of Grantee.

6. If an Event of Default shall occur under the Credit Agreement Documents, Grantee, as the holder of a security interest under the Uniform Commercial Code as in effect now or in the future in any applicable jurisdiction, may take such action as is permitted by law or equity, in its sole discretion, to foreclose upon or otherwise realize upon the Trademark Collateral covered by this Agreement. For those purposes, Grantor here authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in its sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on, and/or file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Trademark Collateral or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any other person, or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the Trademark Collateral to any other person. Grantor here ratifies all that that attorney shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney shall be irrevocable for the life of this Agreement.

7.

(a). Grantor shall at its own expense, to the extent Grantor deems it necessary, diligently file and prosecute all Trademark applications relating to the Trademarks described and claimed in the Trademark Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all connected fees and disbursements, and shall not abandon any such application before the exhaustion of all administrative and judicial remedies or disclaim or

dedicate any Trademark without the prior written consent of Grantee. Grantor shall not abandon any Trademark Collateral without the prior written consent of Grantee, which consent not to be unreasonably withheld.

(b). Any and all fees, costs, and expenses, including reasonable attorneys' fees and expenses incurred by Grantee in connection with the preparation, modification, enforcement, or termination of this Agreement and all other documents relating to this Agreement and to the consummation of this transaction, the filing and recording of any documents (including all taxes in that connection) in public offices, any taxes, counsel fees, renewal fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the Obligations.

8. Grantor shall have the right, with the prior written consent of Grantee, which consent will not be unreasonably withheld, to bring suit in its own name to enforce the Trademark Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to this suit if Grantee shall be satisfied that that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Grantee for all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Grantee pursuant to this paragraph and all other actions and conduct of Grantor with respect to the Trademark Rights during the term of this Agreement.

9. No modification or waiver of any provisions set forth in this Agreement shall be effective unless they shall be in writing and signed by the party against whom enforcement is being sought.

10. If Grantor fails to comply with any of its understandings and covenants under this Agreement, Grantee may at its sole option do so in its name, but at Grantor's expense, and Grantor agrees to reimburse Grantee in full for all expenses, including reasonable attorneys' fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the Trademark Collateral.

11. Upon full and unconditional satisfaction of all Grantor's obligations to Grantee, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interests in the Trademark Collateral.

12. Grantor here acknowledges and agrees that this Agreement will be recorded in the United States Patent and Trademark Office.

13. This Agreement shall be binding upon Grantor, its successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

In witness, Grantor has executed this Agreement, under seal, on December 8, 2009.

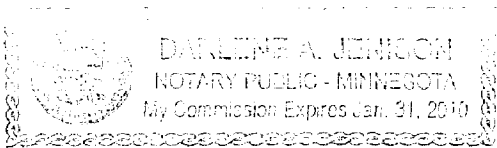
GRANTOR:

ROYAL CONCRETE PIPE, INC.,
a Minnesota Corporation

By: L.W. Makens
L.W. Makens
Its: President
By: Steven M. Bahe
Steven M. Bahe
Its: Chief Operating Officer

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

Subscribed and sworn to before me this 8th day of December, 2009 by L.W. Makens,
the President of Royal Concrete Pipe, Inc., a Minnesota Corporation



Darlene A. Jensen
Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

Subscribed and sworn to before me this 8th day of December, 2009 by Steven M.
Bahe, the Chief Operating Officer of Royal Concrete Pipe, Inc., a Minnesota
Corporation.



Darlene A. Jensen
Notary Public

SCHEDULE A

Trademarks:

TRADEMARK	COUNTRY	REG. NO.	REG. DATE
WHERE THE CUSTOMER IS ALWAYS KING (And Design)	US	2,588,921	02-Jul-03
WHERE THE CUSTOMER IS ALWAYS KING (And Design)	US	2,588,922	02-Jul-03
Design - Picture of Crown	US	2,842,584	18-May-04
INTRA FLOW	US	2,862,217	13-Jul-04
ROYAL ENTERPRISES AMERICA (And Design)	US	2,636,202	15-Oct-02

Licenses:

TRADEMARK	COUNTRY	REG. NO.	REG. DATE
ECOSTORM	US	3600709	07-April-09
INFRA SAFE	US	2289284	26-Oct-99
ROYAL ANCHOR LOCK (And Design)	CA	TMA480,026	11-Aug-97