

07/15/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103629007

To the Director of the U. S. Patent and Trademark Office

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and documents or the new address(es) below.

1. Name of conveying party(ies):

Webster Bank, National Association (f/k/a Webster Bank)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other chartered bank

Citizenship (see guidelines) United States

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) May 31, 2011

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release and Reassignment

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: American Pipe and Plastics, Inc.

Internal Address: _____
Address: _____

Street Address: 958 Route 11

City: Kirkwood

State: New York

Country: USA Zip: 13795

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship United States
☐ Other _____ Citizenship _____

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)

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)

2,306,060 and 2,755,933

Additional sheet(s) attached? ☐ Yes ☒ No

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

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

Name: Erica L. Lawson

Internal Address: 700 Security Mutual Building

Street Address: 80 Exchange Street

City: Binghamton

State: New York Zip: 13901

Phone Number: 607-723-5341

Fax Number: 607-723-6605

Email Address: elawson@hbk.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed 07/15/2011 AMULLINS 0000174085

8. Payment Information: CHECK Refund Total: \$15.00

Deposit Account Number: 07/15/2011 AMULLINS 00000039 2306060

Authorized User Name: Erica L. Lawson 40.00
02 FC:0522 25.00

9. Signature:

Signature

July 11, 2011

Date

Erica L. Lawson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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: 004590 FRAME: 0428

RELEASE AND REASSIGNMENT OF TRADEMARKS

This **RELEASE AND REASSIGNMENT** ("Agreement") is made this 31st day of May, 2011 by WEBSTER BANK, NATIONAL ASSOCIATION (f/k/a Webster Bank), City Place II, 185 Asylum Street, Hartford, Connecticut 06103 ("Assignor").

WITNESSETH:

WHEREAS, Assignor and American Pipe and Plastics, Inc., a New York corporation having an address at 958 Route 11, Kirkwood, NY 13795 ("Assignee") are parties to a certain Security Agreement dated as of May 30, 2001 (the "Security Agreement") pursuant to which Assignor made certain loans and other financial accommodations to Assignee. As partial security for Assignee's obligations pursuant to the Security Agreement (the "Obligations"), Assignee executed a certain Trademark Collateral Security Agreement (the "Trademark Assignment") dated as of May 30, 2001, pursuant to which Assignee granted a security interest in and to the Trademarks (including, without limitation, all of Assignee's trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule A attached hereto);.

WHEREAS, the Trademark Assignment was recorded in the United States Patent and Trademark Office on June 11, 2001 at Reel/Frame: 2314/0265 and an updated Trademark Assignment was recorded in the United States Patent and Trademark Office on December 9, 2003 at Reel/Frame: 2883/0986; and

WHEREAS, Assignee has requested that Assignor release its security interest in the Trademarks and reassign the same to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby releases its security interest and terminates all of its right, title and interest in all of the Trademarks arising pursuant to the Trademark Assignment, including, without limitation, the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule A, attached hereto and made a part hereof, and (a) any renewals and extensions thereof; (b) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world; and the goodwill of Assignee's business connected with and symbolized by the Trademarks.

2. Assignor hereby reassigns, grants and conveys to Assignee, without any representation, recourse or undertaking by Assignor, all of Assignor's right, title and interests in and to the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed by its duly authorized officer as of the date and year first above written.

WEBSTER BANK, NATIONAL
ASSOCIATION (f/k/a Webster Bank)

By: 

Name: Christopher Magnante

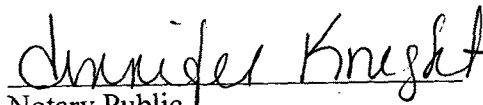
Title: Authorized Signatory

STATE OF CONNECTICUT)

) SS.: New Milford

COUNTY OF LITCHFIELD)

On this the 31 day of May, 2011, before me, the undersigned officer, personally appeared Christopher Magnante, who acknowledged himself to be the Authorized Signatory of WEBSTER BANK, NATIONAL ASSOCIATION, a national association, and that he, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national association by himself as Authorized Signatory.


Notary Public

Schedule A

1. Registered Trademark No. 2,306,060 – SNAP-CLIP – Fiber Optic PVC Device for holding and spacing conduits – Registration Date: January 4, 2000.
2. New York State Trademark Registration Application for the use of the words “AM-LINER” dated June 10, 1992.
3. Unregistered marks for the following products: AM-TEL; AM-COM; AM-FO; AM-DUCT; AM-FLO; AM-PIPE and AM-CEL.
4. Registered Trademark No. 2,755,933 – AM-LINER II – PVC pipe for rehabilitation of deteriorated sewer mains and service laterals – Registration Date: November 20, 2002.
5. Pending Trademark Serial No. 78,198,981 – AM-TRIM – Water Powered cutting device for cutting the opening between the sewer line and lateral sewer lines – Filing Date: December 31, 2002.
6. Pending Trademark Serial No. 78,199,016 – AM-DRAIN – Lining Systems Comprised of Plastic Tubing for use in Lateral Sewer Lines – Filing Date: December 31, 2002.
7. Pending Trademark Serial No. 78,199,024 – AM-PATCH – System for point or spot repair in main or lateral sewer lines – Filing Date: December 31, 2002.
8. Pending Trademark Serial No. 78,199,032 – AM-SEAL – System for sealing connection between main and lateral sewer lines – Filing Date: December 31, 2002.