

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NORTH AMERICAN PIPE CORPORATION		09/16/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	55 S. Lake Avenue
<b>Internal Address:</b>	Suite 900
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85370546	AMERI-LOCK
Serial Number:	85370543	AMERILOCK
Serial Number:	85370550	AMERIGRIP
Serial Number:	85370559	AMERI-GRIP
Serial Number:	85370540	N NORTH AMERICAN PIPE CORPORATION
Serial Number:	85390007	NORTH AMERICAN PIPE CORPORATION

**CORRESPONDENCE DATA**

Fax Number: (214)200-0458  
 Phone: (214) 651-5148  
 Email: april.reasoner@haynesboone.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Gavin George  
 Address Line 1: Haynes and Boone, LLP

OP \$165.00 85370546

**900202628**

**TRADEMARK  
 REEL: 004627 FRAME: 0154**

Address Line 2: 2323 Victory Avenue, Suite 700  
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.648
NAME OF SUBMITTER:	Gavin George
Signature:	/Gavin George/
Date:	09/21/2011

Total Attachments: 3  
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## AMENDMENT NO. 3

TO

### TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2011 (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. Reference is also made to that that certain Amended and Restated Credit Agreement dated as September 8, 2008, by Borrowers, Agent, and Lenders (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Amended and Restated Credit Agreement*");

E. Borrowers, Agent, and Lenders are concurrently entering into a Second Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Second Amended and Restated Credit Agreement*").

F. In connection with the Second Amended and Restated Credit Agreement, Grantor is concurrently entering into a Second Amended and Restated Security Agreement dated as of the date hereof (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Second Amended and Restated Security Agreement*").

G. Subsequent to the delivery of the Trademark Security Agreement, Grantor filed a certain additional trademark application 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


H. Pursuant to the Second Amended and Restated 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 Second Amended and Restated 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**

Mark	Ser. No.	Filing Date
AMERI-LOCK	85/370,546	July 13, 2011
AMERILOCK	85/370,543	July 13, 2011
AMERI-GRIP	85/370,550	July 13, 2011
AMERIGRIP	85/370,559	July 13, 2011
 North American Pipe Corporation	85/370,540	July 13, 2011
NORTH AMERICAN PIPE CORPORATION	85/390,007	August 4, 2011

3. CONFIRMATION. Grantor hereby confirms (a) the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers, and privileges existing by virtue of the Second Amended and Restated Credit Agreement, the Second Amended and Restated Security Agreement, the Trademark Security Agreement, and other Loan Documents, and (b) that the liens and security interests in the Collateral created under the Second Amended and Restated 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 Second Amended and Restated Credit Agreement, and all provisions relating to Loan Documents set forth in *Section 25* of the Second Amended and Restated Credit Agreement are incorporated herein by reference, the same as if set forth herein verbatim.

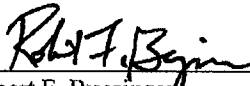
Signature Page to Amendment No. 3 to Trademark Security Agreement dated as of September **6**, 2011, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

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:

  
\_\_\_\_\_  
Robert F. Buesinger  
President

ONE

Signature Page to Amendment No. 3  
to NAPC Trademark Security Agreement