

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PolyPipe, Inc., a Texas Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 04/13/2012

2. Name and address of receiving party(ies)

Name: Wilmington Trust, National \*

Internal Address: \*Association, as Collateral Agent

Street Address: 1100 North Market Street

City: Wilmington State: DE Zip: 19890

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Association, Delaware, USA

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule A

B. Trademark Registration No.(s) See Schedule A

Additional number(s) attached Yes No

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

Name: James Murray

Internal Address: CT Lien Solutions

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Street Address: 4400 Easton Commons Way

Suite 125

City: Columbus State: OH Zip: 43219

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James D. Murray Name of Person Signing

Signature

04/16/2012 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

OP \$165.00 1657404

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

No.	Mark	Country Status	Owner	Application No. Application Date	Reg. No. Reg. Date
1	ENVIROPIPE	United States Registered	Polypipe, Inc.	74/030,873 2/20/1990	1,657,404 9/17/1991
2	POLY PIPE	United States Registered	Polypipe, Inc.	74/153,856 4/3/1991	1,694,372 6/16/1992
3	POLYPIPE	United States Registered	Polypipe, Inc.	76/374,656 2/25/2002	2,642,868 10/29/2002
4	POLYPIPE	United States Registered	Polypipe, Inc.	74/071,269 6/21/1990	1,679,402 3/17/1992
5	POLYTOUGH1	United States Registered	Polypipe, Inc.	85/318,439 5/11/2011	4,100,283 2/14/2012
6	U-LINER	United States Registered	Polypipe, Inc.	73/756,962 10/11/1988	1,576,372 1/9/1990

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 13, 2012, is among the undersigned (the "Grantor"), and Wilmington Trust, National Association (as successor in interest to Wilmington Trust FSB), as collateral agent on behalf of the Secured Parties (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 9, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Dura-Line Corporation, a Delaware corporation ("Borrower"), Boreflex, LLC, a Delaware limited liability company ("Boreflex"), Dura-Line Intermediate Holdings, Inc., a Delaware corporation ("Holdings") and the Agent, the Grantor granted to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Loan Parties (as defined in the Credit Agreement) under the Security Agreement;

WHEREAS, the parties to the Security Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Security Agreement.

### ***Section 2. Grant of Security Interest in Trademarks***

The Grantor hereby grants to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

### ***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due

but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

***Section 7. Intercreditor Agreement***

Notwithstanding anything herein to the contrary, the Agent, on behalf of the Secured Parties, and the Grantor acknowledges that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTORS:**

POLYPIPE, INC

By: 

Name: Wayne T. Byrne

Title: Chief Financial Officer

*[Signature Page to Supplemental Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004758 FRAME: 0399**

**AGENT:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**

By: 

Name:

**Renee Kuhl**

Title:

**Vice President**

*[Signature Page to Supplemental Trademark Agreement]*