

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dura-Line Corporation		04/13/2012	CORPORATION: DELAWARE
Boreflex, LLC		04/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
PolyPipe Holdings, Inc.		04/13/2012	CORPORATION: DELAWARE
PolyPipe, Inc.		04/13/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	11333 McCormick Road		
Internal Address:	Building 2, 7th Floor		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21031		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1113454	ARNCO	
Registration Number:	2374763	ARNCO	
Registration Number:	2636477	ARNCO	
Registration Number:	2488967	BULL-LINE	
Registration Number:	3443047	BULLET-LINE	
Registration Number:	1444121	FIBER-GUARD	
Registration Number:	3169479	FLEX-COR	
Registration Number:	1270508	HYDRALUBE BLUE	
Registration Number:	1747101	SMOOTH-COR	
Registration Number:	1657404	ENVIROPIPE	

Registration Number:	1694372	POLY PIPE
Registration Number:	2642868	POLYPIPE
Registration Number:	1679402	POLYPIPE
Registration Number:	4100283	POLYTOUGH1
Registration Number:	1576372	U-LINER

#### CORRESPONDENCE DATA

Fax Number: 6172274420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6172390746

Email: kouimet@edwardswildman.com

Correspondent Name: Kristine L Ouimet

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Wildman Palmer LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	202164.0037
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NAME OF SUBMITTER:	Kristine L. Ouimet
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Signature:	/Kristine L. Ouimet/
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Date:	05/30/2012
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#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 13, 2012, is among the undersigned (the "Grantors"), and Bank of America, N.A., as agent on behalf of the Lenders (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Loan and Security Agreement, dated as of April 13, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Dura-Line Corporation, a Delaware corporation ("Dura-Line"), Boreflex, LLC, a Delaware limited liability company ("Boreflex"), PolyPipe Holdings, Inc., a Delaware corporation, ("PolyPipe Holdings"), PolyPipe, Inc., a Texas corporation ("PolyPipe"), and collectively with Dura-Line, Boreflex and PolyPipe Holdings, the "Borrowers"), Dura-Line Intermediate Holdings, Inc., a Delaware corporation ("Holdings") and the other guarantors from time to time party thereto (collectively with Holdings the "Guarantors", and collectively with the Borrowers, the "Credit Parties"), the lenders from time to time party thereto (the "Lenders"), and the Agent, the Agent has agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantors granted to the Agent a security interest in and continuing lien on, all of the Grantors' 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 Credit Parties under the Loan Agreement;

WHEREAS, the parties to the Loan 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 Loan Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

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

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

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

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

The Grantors hereby grant to the Agent a security interest in and continuing lien on, all of the Grantors' 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 Loan Agreement and the Grantors hereby acknowledge and affirm 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 Loan 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 Loan Agreement, the terms of the Loan Agreement shall control.

### ***Section 5. Recordation***

The Grantors hereby authorize and request 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 Lenders, and each 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:**

**DURA-LINE CORPORATION**

By:   
Name: Wayne Byrne  
Title: Chief Financial Officer

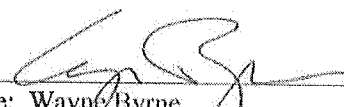
**BOREFLEX, LLC**

By:   
Name: Wayne Byrne  
Title: Chief Financial Officer

**POLYPIPE HOLDINGS, INC.**

By:   
Name: Wayne Byrne  
Title: Chief Financial Officer

**POLYPIPE, INC.**

By:   
Name: Wayne Byrne  
Title: Chief Financial Officer

**AGENT:**

**BANK OF AMERICA, N.A.**

By: Victoria L. Tillman  
Name: Victoria L. Tillman  
Title: Senior Vice President

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**United States**

<u><b>Applicant/Registrant</b></u>	<u><b>Trademark</b></u>	<u><b>Application/ Registration No.</b></u>	<u><b>Application/ Registration Date</b></u>
Dura-Line Corporation	ARNCO	1113454	02/20/1979
Dura-Line Corporation	ARNCO	2374763	08/08/2000
Dura-Line Corporation	ARNCO	2636477	10/15/2002
Dura-Line Corporation	BULL-LINE	2488967	09/11/2001
Dura-Line Corporation	BULLET-LINE	3443047	06/03/2008
Dura-Line Corporation	FIBER-GUARD	1444121	06/23/1987
Dura-Line Corporation	FLEX-COR	3169479	11/07/2006
Dura-Line Corporation	HYDRALUBE BLUE	1270508	03/20/1984
Dura-Line Corporation	SMOOTH-COR	1747101	01/19/1993
PolyPipe, Inc.	ENVIROPIPE	1657404	09/17/1991
PolyPipe, Inc.	POLY PIPE	1694372	06/16/1992
PolyPipe, Inc.	POLYPIPE	2642868	10/29/2002
PolyPipe, Inc.	POLYPIPE	1679402	03/17/1992
PolyPipe, Inc.	POLYTOUGH1	4100283	02/14/2012
PolyPipe, Inc.	U-LINER	1576372	01/09/1990

**Foreign**

<u><b>Applicant/Registrant</b></u>	<u><b>Trademark</b></u>	<u><b>Application/ Registration No.</b></u>	<u><b>Application/ Registration Date</b></u>	<u><b>Country</b></u>
PolyPipe, Inc.	POLY PIPE	225447	01/26/2010	Columbia
PolyPipe, Inc.	POLY PIPE	89888	01/11/1994	Costa Rica
PolyPipe, Inc.	POLY-PIPE	390648	10/11/1995	Mexico
PolyPipe, Inc.	U-LINER	415290	06/02/1992	Mexico
PolyPipe, Inc.	U-LINER	TMA396816	04/03/1992	Canada
PolyPipe, Inc.	POLYTOUGH1	1547836 (Pending)	10/14/2011	Canada