

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleveland Tubing, Inc.		08/24/2012	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Collateral Trustee		
Street Address:	7000 Central Parkway NE		
Internal Address:	Suite 550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3225971	FLEX-DRAIN	
Registration Number:	3421606	PUMPFLEX	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-859-8000		
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com		
Correspondent Name:	Jason Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	31541-11 GREENBERG		
NAME OF SUBMITTER:	Jason Greenberg		

Signature:	/JG/
Date:	08/29/2012
Total Attachments: 6 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), is made by **CLEVELAND TUBING, INC.** (the "**Grantor**") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as the collateral trustee for the Secured Parties (in such capacity, as "**Collateral Trustee**") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of March 18, 2011, in favor of Collateral Trustee (as amended, supplemented, replaced or otherwise modified from time to time, the "**Pledge and Security Agreement**"), the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to Collateral Trustee for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities. Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

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

SECTION 1. Grant of Security. Grantor hereby grants to Collateral Trustee for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the following, except to the extent that such security interest shall give rise to abandonment, default, or the right of termination of any right, title or interest of Grantor therein (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in **Schedule 1** excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "**Trademarks**");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in **Schedule 1**, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments

for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "**Patents**");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in **Schedule 1**, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto ("**Copyrights**");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "**Trade Secrets**");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1**, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ATTEST:

CLEVELAND TUBING, INC.

Secretary

By:

RSV
Name: R Scott Vansant
Title: Chief Financial Officer

[CORPORATE SEAL]

[Signatures continue on the following page.]

COLLATERAL TRUSTEE:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Trustee**

By: _____

Stefan Uray

Title: _____

VICE PRESIDENT

Schedule 1

PATENTS AND PATENT APPLICATIONS:

Country/State	Patent number	Title
USA	7,597,119	Flexible and Extendable Hose for Holding Tank Drainage
USA	7,667,271	Portable Flexible and Extendable Drain Pipe
USA	12/725,149	Portable Flexible and Extendable Drain Pipe
USA	12/884,131	Flexible Multi-Angle Connector for Drain Pipe and Pipe Cuff
USA	13/239,224	Low Profile Collapsible, Expandable, Flexible and Camouflaged Corrugated Downspout Extension and Adapter
Canada	2,555,622	Portable Flexible and Extendable Drain Pipe
PCT	PCT/2012/44295	Low Profile Collapsible, Expandable, Flexible and Camouflaged Corrugated Downspout Extension and Adapter

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Mark	Reg. No. [Ser. No.]	Country
FLEX-DRAIN (Stylized)	[1475330]	Australia
CLEVELAND TUBING FLEX-DRAIN	[1477830]	Australia
CLEVELAND TUBING FLEX-DRAIN (Stylized)	[1495594]	Australia
FLEX-DRAIN (Stylized)	[10681641]	European Community (CTM)
CLEVELAND TUBING FLEX-DRAIN	[10799096]	European Community (CTM)
CLEVELAND TUBING FLEX-DRAIN (Stylized)	[10950376]	European Community (CTM)
FLEX-DRAIN (Stylized)	[953967]	New Zealand
CLEVELAND TUBING FLEX-DRAIN	[958300]	New Zealand
CLEVELAND TUBING FLEX-DRAIN (Stylized)	[960222]	New Zealand
FLEX-DRAIN (Stylized)	3,225,971	USA
PUMPFLEX	3,421,606	USA

REGISTERED COPYRIGHTS:

None.

LICENSES:

None.

*[Schedule to Cleveland Tubing, Inc.
IP Security Agreement]*