

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
National Diversified Sales, Inc.		12/28/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Fourth Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0924580	FLEX-RISER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.969.4804		
Email:	aashley@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 N. Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	879047.620009		
NAME OF SUBMITTER:	April M. Ashley		
Signature:	/AMA/		

900243470

TRADEMARK
 REEL: 004937 FRAME: 0781

CH \$40.00 0924580

Date:

01/08/2013

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

December 28, 2012

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "IP Agreement"), effective as of December 28, 2012 is made by the signatory hereto (the "Borrower") in favor of PNC Bank, National Association (the "Secured Party"), under the Amended and Restated Credit Agreement, dated as of December 21, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), between the Borrower and the Secured Party.

WHEREAS, pursuant to the Credit Agreement, the Secured Party has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower has executed and delivered an Intellectual Property Security Agreement, dated as of September 22, 2012, in favor of the Secured Party (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower has granted a security interest in certain Intellectual Property, including those Patents set forth on Schedule A that constitute collateral;

WHEREAS, pursuant to the Security Agreement, the Borrower has granted a security interest in certain Intellectual Property, including those Trademarks set forth on Schedule B that constitute collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower agrees, for the benefit of the Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this IP Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

Section 2. Grant of Security Interest for Obligations. The Borrower hereby grants a continuing security interest in all of the Borrower's right, title and interest in, to and under (i) the Patents constituting Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Patent Collateral") and (ii) the Trademarks constituting Collateral (including, without limitation, those items listed on Schedule B hereto) (collectively, the "Trademark Collateral"), to the Secured Party, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

Section 3. Purpose. This IP Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgement. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral and Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this IP Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This IP Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Borrower:

NATIONAL DIVERSIFIED SALES, INC.

By: 

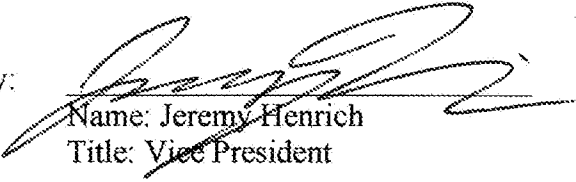
Name: Randall H. Stott

Title: Chief Financial Officer

**Acknowledged by the
Secured Party:**

**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent for the Lenders**

By:



Name: Jeremy Henrich
Title: Vice President

SCHEDULE "A"
PATENT COLLATERAL

<u>Description</u>	<u>Application/ Patent Number</u>	<u>Application/Issue Date</u>
US Patent 5,687,910	Sprinkler Riser Connecting Apparatus	11/18/1997
US Patent 5,308,039	Ball Valve	05/03/1994
US Patent 8,262,061	Ball Valve	09/11/2012

SCHEDULE "B"
TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Serial/ Registration Number</u>	<u>Reg./App. Date</u>
FLEX-RISER	924,580	11/30/1971