TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J-M Manufacturing Company, Inc.		03/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MEGA INTERNATIONAL COMMERCIAL BANK, CO., LTD., SILICON VALLEY BRANCH
Street Address:	333 W. San Carlos Street, Ste. 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3336689	EVERPEX
Registration Number:	3331284	JMM
Registration Number:	3259355	JMM
Registration Number:	3848155	JM EAGLE
Registration Number:	4239607	JM EAGLE
Registration Number:	3464171	EVERPEX-OXB
Registration Number:	3357300	BUILDING ESSENTIALS FOR A BETTER TOMORROW
Registration Number:	3464068	JMM BUILDING ESSENTIALS FOR A BETTER TOMORROW
Serial Number:	77219191	JM EAGLE
Serial Number:	78773973	EVERPEX-AL

CH $265.00 3336689

CORRESPONDENCE DATA

Fax Number: 4152687522

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone:	415-268-6327
Email:	antoniawong@mofo.com
Correspondent Name:	Lynn M. Humphreys of Morrison Foerster
Address Line 1:	425 Market Street
Address Line 4:	San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	26486-16
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/LMH/
Date:	03/22/2013

Total Attachments: 7
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SECOND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

(J-M MANUFACTURING COMPANY, INC.)

This Second Amendment to Patent and Trademark Security Agreement (this "Amendment"), dated as of March 21, 2013, is executed by J-M Manufacturing Company, Inc., a Delaware corporation (the "Grantor"), having its principal offices at 5200 West Century Boulevard, Los Angeles California, 90045, and MEGA INTERNATIONAL COMMERCIAL BANK, CO., LTD., SILICON VALLEY BRANCH, as agent for the Lenders referred to below (in such capacity, the "Agent"), having its principal offices at 333 W. San Carlos Street, Suite 100, San Jose, California 95110.

RECITALS

WHEREAS, in connection with the Secured Revolving Credit, Term Loan and Letter of Credit Agreement, dated as of November 1, 2005, as amended by the Amended and Restated Secured Revolving Credit, Term Loan, and Letter of Credit Agreement, dated as of December 21, 2007, by and among the Grantor, PW Eagle, Inc., a Minnesota corporation ("PWE", and together with the Grantor, the "Borrowers"), certain financial institutions thereto and the Agent (the "Existing Credit Agreement"), the Grantor and the Agent entered into a certain Security Agreement, dated as of November 1, 2005, as amended by the Amended and Restated Security Agreement, dated as of December 21, 2007 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted a security interest in certain "Collateral" including certain patents and trademarks; and

WHEREAS, in connection with the Security Agreement, the Grantor and the Agent entered into a certain Patent and Trademark Security Agreement, dated as of November 1, 2005, as amended by the Amendment to Patent and Trademark Security Agreement, dated December 21, 2007 (the "Patent and Trademark Security Agreement"); and

WHEREAS, the Borrowers, the Agent and certain financial institutions party thereto have agreed to amend and restate the Existing Credit Agreement pursuant to the Second Amended and Restated Secured Credit Agreement, dated as of the date hereof (as amended and restated, and as modified, renewed or extended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the Patent and Trademark Security Agreement, the Grantor authorized the Agent to modify, amend, or supplement the Schedules to the Patent and Trademark Security Agreement from time to time; and

WHEREAS, the Grantor and the Agent wish to amend the Patent and Trademark Security Agreement to revise certain defined terms and to update the Schedules to the Patent and Trademark Security Agreement.

NOW, THEREFORE, the Grantor and the Agent agree as follows:

1. Capitalized terms used but not defined in this Amendment (including in the Recitals) shall have the meanings set forth in the Patent and Trademark Security Agreement.

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2. The defined term "Credit Agreement" as used in the Patent and Trademark Security Agreement shall hereinafter refer to the Second Amended and Restated Secured Credit Agreement, dated as of March 21, 2013, by and among the Grantor, PWE, certain financial institutions party thereto and the Agent, as amended and restated, and as modified, renewed or extended from time to time.

3. The Patent and Trademark Security Agreement is further amended by amending by updating the list of trademark registrations and trademark applications appended to the Patent and Trademark Security Agreement by replacing the existing schedules with the trademark registrations and trademark applications set forth in Schedule A hereto.

4. The Patent and Trademark Security Agreement is further amended by updating the list of issued patent and patent applications appended to the Patent and Trademark Security Agreement by replacing the existing schedules with the issued patents and patent applications set forth in Schedule B hereto.

5. The Agent may record this Amendment with the PTO, at the expense of the Grantor.

6. Except as herein expressly amended and supplemented, all of the terms and provisions of the Patent and Trademark Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

7. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS UNDER THE PATENT AND TRADEMARK SECURITY AGREEMENT, OR THE REMEDIES THEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

THE GRANTOR:

J-M MANUFACTURING COMPANY, INC., a Delaware corporation

By: _____

Name: Walter Wen-Hsiang Wang
Title: Chairman & Chief Executive Officer

Address:

5200 West Century Boulevard
Los Angeles, CA 90045
Attn: Mr. Walter Wang

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THE AGENT:

MEGA INTERNATIONAL COMMERCIAL BANK, CO., LTD., SILICON VALLEY BRANCH (successor by merger to Chiao Tung Bank, Silicon Valley Branch), as Agent

By: _____
Name: Yuan Hsi Lin
Title: Senior Vice President and General Manager

Address:

333 W. San Carlos Street, Suite 100
San Jose, CA 95110
Attn: Mr. Yuan Hsi Lin

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SCHEDULE A
to the Second Amendment to Patent and Trademark Security Agreement

J-M MANUFACTURING COMPANY, INC.

REGISTERED TRADEMARKS

Country	Registration No.	Mark	Registration Date
United States	3,336,689	EVERPEX	11/13/2007
United States	3,331,284	JMM and Design	11/06/2007
United States	3,259,355	JMM	07/03/2007
United States	3,848,155	JM EAGLE and Design	09/14/2010
United States	4,239,607	JM EAGLE	11/13/2012
United States	3,464,171	EVERPEX-OXB	07/08/2008
United States	3,357,300	BUILDING ESSENTIALS FOR A BETTER TOMORROW	12/18/2007
United States	3,331,284	JMM and Design	11/06/2007
United States	3,464,068	JMM BUILDING ESSENTIALS FOR A BETTER TOMORROW and Design	07/08/2008
U.S. State — Louisiana	597211	JM EAGLE	07/23/2007
United States — Ohio	1,718,198	JM EAGLE	08/07/2007
U.S. State — Nebraska	10100416	JM EAGLE	07/18/2007
Canada	222,240	THE BLUE BRUTE	08/05/1977
Canada	222,373	LA BRUTE BLEUE	08/12/1977
Mexico	945331	EVERPEX-AL	07/27/2006
Mexico	959603	EVERPEX-AL	10/30/2006
Mexico	945332	EVERPEX-OXB	07/27/2006
Mexico	959602	EVERPEX-OXB	10/30/2006
Mexico	944707	EVERPEX	07/26/2006
Mexico	959601	EVERPEX	10/30/2006

PENDING TRADEMARKS

Country	Serial No.	Mark	Application Date
United States	77/219,191	JM EAGLE	06/29/2007
United States	78/773,973	EVERPEX-AL	12/15/2005
Canada	128459500	EVERPEX-OXB	12/28/2005 Registered 03/24/09 under TMA 736830
Canada	128460200	EVERPEX-AL	12/28/2005
Canada	128459700	EVERPEX	12/28/2005

Registered
01/08/09 under
TMA 731922

SCHEDULE B
to the Second Amendment to Patent and Trademark Security Agreement

J-M MANUFACTURING COMPANY, INC.

PENDING PATENT APPLICATIONS

Publication / Registration / Application No.	Description	Issue Date
US 12/516,528	Galvanic Corrosion Protective Piping Connection	11/28/2007
US12/516,531	Piping Connector and Method of Connecting Pipe	11/28/2007
US 12/522,533	Method and Apparatus for Connecting Pipe	1/18/2008
US 13/671,844	Pipe Coupling and Method of Forming the Same	
US 61/611,941	Pressure-Rated Spline Joint (Provisional)	3/16/2012
US 61/644,011	Piping Connector and Method of Connecting Pipe (Divisional Application)	10/03/2012
US 61/705,811	Seimic Pipe Joint Connector (Provisional)	09/26/2012
US 20100201117	Galvanic Corrosion Protective Piping Connection	8/12/2010
US 20100320746	Piping Connector and Method on Connecting Pipe	12/23/2010
US 20110041314	Method and Apparatus for Connecting Piping	2/24/2011
US 2006-0267238	Polymer Wood Composite Material and Method of Making Same	11/30/2006
PCT/US06/20479	Polymer Wood Composite Material and Method of Making Same	5/25/2006
PCT/US07/85792	Galvanic Pipe Protection Connection	11/28/2007
CA 2,670,572	Galvanic Corrosion Protective Piping Connection	11/28/2007
MX/a/2009/005660	Galvanic Corrosion Protective Piping Connection	11/28/2007
PCT/US07/85796	Piping Connector and Method of Connecting Pipe	11/28/2007
CA 2,670,630	Piping Connector and Method of Connecting Pipe	11/28/2007
PCT/US2008/051422	Method and Apparatus for Connecting Pipe	1/18/2008
CA 2,671,028	Method and Apparatus for Connecting Pipe	1/28/2008
MX/a/2009/006173	Method and Apparatus for Connecting Pipe	1/28/2008
MX/a/2012/013042	Pipe Coupling and Method of Forming the Same	11/8/2012
CA 2,794,914	Pipe Coupling and Method of Forming the Same	11/07/2012