

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
INLAND PIPE REHABILITATION LLC		07/30/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Agent		
Street Address:	111 West Monroe Street, 20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4096768		
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.108		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 4096768

Date:

07/31/2013

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK COLLATERAL AGREEMENT

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Collateral Agreement dated as of June 15, 2011 (the "Trademark Collateral Agreement") made by INLAND PIPE REHABILITATION LLC, a Michigan limited liability company ("Debtor"), in favor of BANK OF MONTREAL, a Canadian chartered bank, in its capacity as Agent for Lenders (as defined below) ("Agent") is dated as of July 30, 2013.

RECITALS

WHEREAS, pursuant to, and subject to the terms of, that certain Amended and Restated Credit Agreement dated as of June 15, 2011 by and among Debtor, certain affiliates of Debtor party thereto, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Agent (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Debtor;

WHEREAS, Debtor, certain affiliates of Debtor, and Agent are parties to that certain Security Agreement dated as of June 15, 2011 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, Debtor has granted to the Agent a security interest in substantially all of Debtor's assets, including, without limitation, all of its trademarks, trademark registrations and trademark applications, together with all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application;

WHEREAS, since the date of Debtor's execution of the Trademark Collateral Agreement, Debtor has acquired interests in an additional trademark (the "New Trademark");

WHEREAS, Debtor, certain affiliates of Debtor party thereto, and the Lenders party thereto are entering into that certain Second Amendment to Amended and Restated Credit Agreement dated as of the date hereof (the "Second Amendment to Credit Agreement"); and

WHEREAS, it is a condition precedent to the execution and delivery of the Second Amendment to Credit Agreement by the Agent and the Lenders party thereto that Debtor agree to amend the Trademark Collateral Agreement to confirm the inclusion of such New Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Collateral Agreement as follows:

1. Schedules. Schedule A-1 to the Trademark Collateral Agreement shall be deemed to refer to Schedule A-1 as amended by the addition of the New Trademark scheduled on Schedule A-1 attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Collateral Agreement shall remain in full force and effect as executed.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this First Amendment to Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INLAND PIPE REHABILITATION LLC

By: [Signature]
Name: JOHN VEDGAR JR.
Its: AUTHORIZED REPRESENTATIVE

Accepted and agreed to at Chicago, Illinois as of the day and year last above written

BANK OF MONTREAL, as administrative agent

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Debtor has caused this First Amendment to Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INLAND PIPE REHABILITATION LLC

By: _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written

BANK OF MONTREAL, as administrative agent

By:  _____
Name: **Jennifer Kloud** _____
Its: **Director** _____

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATION

MARK	REGISTRATION NUMBER	REGISTRATION DATE
None (design only)	4096768	02/07/12