

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341811

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pipe Wrap, Inc.		08/25/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milliken Infrastructure Solutions, LLC		
<b>Street Address:</b>	920 Milliken Road		
<b>City:</b>	Spartanburg		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29304		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4291680	FORMASHIELD	
<b>Registration Number:</b>	3816986	PIPE WRAP	
<b>Registration Number:</b>	3653206	PIPE WRAP THE SMART PIPE REPAIR SOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	803-799-2000		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	42nd Floor, IP Department		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	03724/11793		
<b>NAME OF SUBMITTER:</b>	Charles G. Zug		
<b>SIGNATURE:</b>	/Charles G. Zug/		
<b>DATE SIGNED:</b>	05/19/2015		
<b>Total Attachments: 5</b>			
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ASSIGNMENT OF TRADEMARKS, PATENTS, AND COPYRIGHTS

This Assignment of Trademarks, Patents, and Copyrights (this "IP Assignment") is made and entered into as of August 25, 2014, by and between:

Milliken Infrastructure Solutions, LLC, a Delaware limited liability company ("Assignee")  
920 Milliken Road  
Spartanburg, South Carolina 29304  
Attention: Vice President, Corporate Strategy & Development; and

Pipe Wrap, Inc., a Delaware corporation ("Assignor")  
1141 Dorothy Street  
Houston, Texas 77008  
Attention: James Souza

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 25, 2014 (the "Purchase Agreement"), pursuant to which Assignee has purchased substantially all of the assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign all of its Intellectual Property Assets to Assignee; and

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Assignment of Trademarks. Effective as of the Closing, for the consideration set forth in the Purchase Agreement, Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor's right, title, and interest in and to the registered and unregistered trademarks, registered and unregistered service marks, and applications for registration of a trademark or service mark listed on Attachment 1 to this IP Assignment, including any and all common law rights in any of the foregoing, all goodwill associated with any of the foregoing, and any claims for infringement of or interference with any of the foregoing and the right to recover past damages.
3. Assignment of Patents. Effective as of the Closing, for the consideration set forth in the Purchase Agreement, Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor's right, title, and interest in and to the patents and pending patent applications listed on Attachment 2 to this IP Assignment, including any and all continuations, continuations-in-part, divisionals, reexaminations, and reissues thereof, any and all rights to file corresponding international and foreign counterpart applications to any of such patents or patent applications, and any claims for infringement of any of the foregoing and the right to recover past damages.
4. Assignment of Copyrights. Effective as of the Closing, for the consideration set forth in the Purchase Agreement, Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor's right, title, and interest in and to the registered copyrights listed on Attachment 3 to this IP Assignment, including any claims for infringement of Seller's rights in the copyrighted works and the right to recover past damages.
5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to any

assigned items and assigned Intellectual Property Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Further Actions. Seller covenants and agrees, at its own expense, to execute and deliver, at the request of Buyer, such further instruments of transfer and assignment and to take such other action as Buyer may reasonably request to more effectively consummate the assignments contemplated by this IP Assignment.

7. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.

8. Modification. This IP Assignment may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party hereto to be charged with the amendment.

9. Counterparts. This IP Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. The exchange of copies of this IP Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties hereto and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or electronic means shall be deemed to be their original signatures for all purposes.

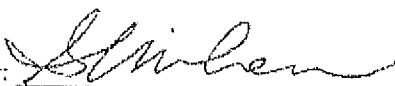
10. Assignments, Successors And No Third-Party Rights. Assignor shall not assign any of its rights or delegate any of its obligations under this IP Assignment without the prior written consent of Assignee. This IP Assignment will apply to, be binding in all respects upon and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto. Nothing expressed or referred to in this IP Assignment will be construed to give any Person other than the parties to this IP Assignment any legal or equitable right, remedy or claim under or with respect to this IP Assignment or any provision of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date first above written.

ASSIGNOR:

PIPE WRAP, INC.

By:   
Name: Genevieve Withers  
Title: Chief Executive Officer

ASSIGNEE:

MILLIKEN INFRASTRUCTURE  
SOLUTIONS, LLC

By: \_\_\_\_\_  
Name: E. Simon Skinner  
Title: Vice President

[SIGNATURE PAGE TO THE ASSIGNMENT OF TRADEMARKS, PATENTS, AND COPYRIGHTS]

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date first above written.

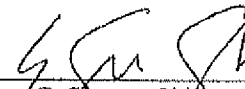
**ASSIGNOR:**

PIPE WRAP, INC.

By: \_\_\_\_\_  
Name: Genevieve Withers  
Title: Chief Executive Officer

**ASSIGNEE:**

MILLIKEN INFRASTRUCTURE  
SOLUTIONS, LLC

By:  \_\_\_\_\_  
Name: E. Simeon Skinner  
Title: Vice President

[SIGNATURE PAGE TO THE ASSIGNMENT OF TRADEMARKS, PATENTS, AND COPYRIGHTS]

**TRADEMARK**  
**REEL: 005519 FRAME: 0727**

ATTACHMENT 1

SCHEDULE OF ASSIGNED TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

Title	Registration Number	Date of Registration	Status
FORMASHIELD	4291680	February 19, 2013	Registered
PIPE WRAP	3816986	July 13, 2010	Registered
PIPE WRAP THE SMART PIPE REPAIR SOLUTION	3653206	July 14, 2009	Registered

