

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360598

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lane Enterprises, Inc.		10/23/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2906746	LANE	
<b>Registration Number:</b>	4445292	HD100	
<b>Registration Number:</b>	4445293	HD100EC	
<b>Registration Number:</b>	4554803	LANE	
<b>Serial Number:</b>	86515103	STORMKEEPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15053		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$140.00 2906746

**DATE SIGNED:**

10/30/2015

**Total Attachments: 13**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 23<sup>rd</sup> day of October, 2015 by **LANE ENTERPRISES, INC.**, a corporation formed under the laws of the Commonwealth of Pennsylvania ("Lane", and together with each Person joined as a grantor from time to time, collectively, the "Grantors", and each individually a "Grantor") in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for Lenders (as hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, "Agent"):

W I T N E S S E T H

WHEREAS, Grantors, as borrowers (sometimes referred to collectively herein as the "Borrowers"), the various financial institutions named in the Loan Agreement (defined below) or which hereafter become a party thereto as lenders (collectively, "Lenders") and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Borrower has granted to Agent a security interest in substantially all of the assets of such Borrower, including all right, title and interest of Borrowers in, to, and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Borrowers' trademarks, patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence and during the continuation of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan

Agreement, of a continuing security interest in such Grantor's entire right, title, and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, excluding only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) each patent and patent application listed on Schedule I annexed hereto (such patents referred to as the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark and Patent, or (b) injury to the goodwill associated with any Trademark and Patent.

3. Power of Attorney. Upon the occurrence and during the continuation of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Agent may take such actions permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and Patents covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its Permitted Discretion, as each Grantor's true and lawful attorney-in-fact, with the power to endorse each Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute a trademark and patent assignment in the form attached hereto as Exhibit 1. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I hereto constitute all Trademarks and all Patents owned or registered to Grantor as of the date of this Agreement.

5. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks and Patents without prior written consent of Agent.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent.

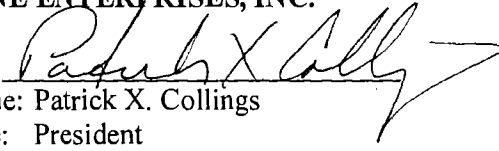
7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the Commonwealth of Pennsylvania, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**LANE ENTERPRISES, INC.**

By:   
Name: Patrick X. Collings  
Title: President

Agreed and Accepted:

**PNC BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Ronald Heiken  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005656 FRAME: 0782**

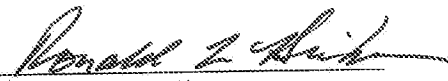
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

LANE ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: Patrick X. Collings  
Title: President

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By:   
Name: Ronald Heiken  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 005656 FRAME: 0783

**COMPANY ACKNOWLEDGMENT**

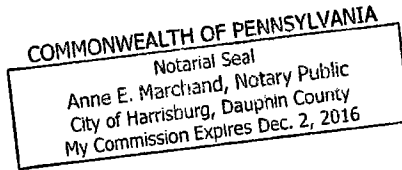
UNITED STATES OF AMERICA :  
STATE OF <sup>PA</sup> : SS  
COUNTY OF *Dauphin* :

On this 24<sup>th</sup> day of October, 2015 before me personally appeared Patrick X. Collings,, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Lane Enterprises, Inc., that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

*Anne E. Marchand*

\_\_\_\_\_  
Notary Public

My Commission Expires:



[NOTARY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005656 FRAME: 0784**



## SCHEDULE 1

### Intellectual Property, Source Code Escrow Agreements

#### INTELLECTUAL PROPERTY

##### Patents and Trademarks

- (a) U.S. Trademark Registration No. 2,906,746 for LANE and design for corrugated plastic drain pipes in Class 17. The trademark was registered November 30, 2004.
- (b) U.S. Patent No. 7,459,090, titled Stormwater Treatment System and Method. The issue date of the patent was December 2, 2008.
- (c) US Patent No. 837229, titled Method for Coupling Corrugated Pipe Segments. The issue date of the patent was February 2, 2013.
- (d) Trademark Reg. No. 4445292 for HD100 for corrugated pipe in Class 17. Registered December 3, 2013.
- (e) Trademark Reg. No. 4445293 for HD100EC for corrugated pipe in Class 17. Registered December 3, 2013.
- (f) Trademark Reg. No. 4554803 for LANE for goods in Classes 6, 11, 19 and 20. Registered June 24, 2014.
- (g) Application Serial No. 86515103 for STORMKEEPER for storm water management devices in class 19. Filed January 27, 2015.

Lane Enterprises, Inc.

Patent Portfolio

Case No.	Country	Applicant	Assignee	Title	Application No.	Filing Date	Registration No.	Registration Date
1-1079	U.S.	Patrick X. Collings	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Stormwater Treatment System and Method	11/741,173	4/27/07	7,459,090	12/2/2008
1-1171	U.S.	Edward H. LoBello 1407 Briarwood Drive Blacksburg, VA 24060	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Underground Stormwater Management System and Method	12/512,271	07/30/09	8,062,531	11/22/2011
1-1667	U.S.	Mark C. Dick 300 Stone Row Lane New Cumberland, PA 17070	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Two-Piece Split Coupler for Coupling Large-Diameter Plastic Corrugated Pipe	13/757,344	02/01/13	8,967,676	03/03/2015
1-1762	US	Timothy Joel Lang 2534 Sandy Hook Road Forest Hill, MD 21050 Patrick X. Collings 28 Emlyn Lane Mechanicsburg, PA 17055 Douglas K. Graham 19 Appaloosa Way Carlisle, PA 17015	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Flow Control Methods and Devices	13/961,955	08/08/13		
1-1941	US	Timothy Joel Lang 2534 Sandy Hook Road Forest Hill, MD 21050 Patrick X. Collings 28 Emlyn Lane Mechanicsburg, PA 17055 Douglas K. Graham 19 Appaloosa Way Carlisle, PA 17015	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Flow Control Device for a Storm Water Management System	14/069,700	11/1/13		

Case No.	Country	Applicant	Assignee	Title	Application No.	Filing Date	Registration No.	Registration Date
1-1962	US	Timothy Joel Lang 2534 Sandy Hook Road Forest Hill, MD 21050 Patrick X. Collings 28 Emlyn Lane Mechanicsburg, PA 17055 Douglas K. Graham 19 Appaloosa Way Carlisle, PA 17015	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Flow Control Device	14/069,726	11/1/13		
1-2050	US	Kevin Marshall Miller 25919 Eagle Pines Lane Spring, TX 77389	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Storm Water Filter	14/879,125	10/09/2015		
1-2115-P	US Prov	Kevin Marshall Miller 25919 Eagle Pines Lane Spring, TX 77389	Lane Enterprises, Inc. 3905 Hartzdale Drive Camp Hill, PA 17011	Water-Impermeable Membrane Apparatus for Detection of Leaks or the Presence of Water	62/096,603	12/24/2014		
			*ASSIGNMENT PENDING*					

Lane Enterprises, Inc.

Trademark Portfolio

Case No.	Country	Applicant	Mark	Serial No.	Filing Date	Good/Services	Class	Registration No.	Registration Date
1-1763	US	Lane Enterprises, Inc. 3905 Hartzdale Drive Suite 514 Camp Hill, PA 17011	HD100	85/746,521	10/05/12 (Principal Register)	Corrugated pipe not made of metal for drainage applications	17	4,445,292 Supplemental Register	12/03/13
1-1764	US	Lane Enterprises, Inc. 3905 Hartzdale Drive Suite 514 Camp Hill, PA 17011	HD100EC	85/746,535	10/09/13 (Suppl. Register)	Corrugated pipe not made of metal for drainage applications	17	4,445,293 Supplemental Register	12/03/13

Case No.	Country	Applicant	Mark	Serial No.	Filing Date	Good/Services	Class	Registration No.	Registration Date
1-1868	U.S.	Lane Enterprises, Inc. 3905 Hartzdale Drive Suite 514 Camp Hill, PA 17011	LANE	86/022,341	07/29/13	Fabricated structural steel plate and aluminum plate structures, namely, bridge structures, headwalls, and culvert structures; fabricated sheet metal products, namely, coated and uncoated corrugated steel pipe, coated and uncoated spiral rib steel pipe, coated and uncoated corrugated aluminum pipe, coated and uncoated spiral rib aluminum pipe, end sections for steel pipe, welded-wire mesh gabions consisting primarily of metal for earth retention and erosion, storm water retention structures formed from metal pipes and endplates that retain and delay dispersal of retained storm water, Underground filtration and filter units for filtering rainwater and storm water; hydrodynamic separators for storm water treatment used for filtering water of suspended solids, hydrocarbons, and debris.	6	4,554,803	06/24/2014
						Corrugated plastic drain pipe, spiral rib plastic drain pipe, plastic end sections for plastic drain pipe, couplers made primarily of plastic for coupling the adjoining ends of corrugated drain pipes; storm water management devices, namely, non-metal catchment basins and non-metal detention basins in the nature of cisterns; storm water retention structures formed from plastic pipes and endplates that retain and delay dispersal of retained storm water.	19		
						Flow control unit, consisting primarily of non-metal buoyant flow control devices having a buoyant body and a movable valving member or inlet opening responsive to changes in water level for controlling the release of water from detention ponds or reservoirs.	20		

Case No.	Country	Applicant	Mark	Serial No.	Filing Date	Good/Services	Class	Registration No.	Registration Date
1-2125	U.S.	Lane Enterprises, Inc. 3905 Hartzdale Drive Suite 514 Camp Hill, PA 17011	STORMKEEPER	86/515:103	01/27/15	Storm water management devices, namely, non-metal catchment basins and non-metal detention basins in the nature of cisterns	19		

**EXHIBIT 1**

**TRADEMARK AND PATENT ASSIGNMENT**

WHEREAS, **LANE ENTERPRISES, INC.** ("Grantor") is the registered owner of the (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof ("Trademarks") and (ii) patents listed on Schedule II attached hereto and made a part hereof ("Patents") which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Trademarks and Patents;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated \_\_\_\_\_, 2015 among Grantors and Agent, all of its present and future right, title and interest in and to the Trademarks and Patents and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Patent Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_.

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Attorney-in-fact

Witness: