

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORTERRA PIPE & PRECAST, LLC (formerly known as HBP PIPE & PRECAST LLC)		01/06/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA N.A., AS COLLATERAL AGENT		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	TX1-492-11-23		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86646452	FORTERRA	
Serial Number:	86684590		
Serial Number:	86646450	TERAVA	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40831		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		

OP \$90.00 86646452

DATE SIGNED:	01/07/2016
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Total Attachments: 10
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 6, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Bank of America, N.A., as collateral agent (together with its successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF9 Concrete Ltd, a company incorporated under the laws of the Bailiwick of Jersey (“Jersey”) with registered number 117753 (including its permitted successors, “Holdings”), LSF9 Concrete Holdings Ltd, a company incorporated under the laws of Jersey with registered number 117752 (including its permitted successors, “Mid-Holdings”), and Stardust Finance Holdings, Inc., a Delaware corporation (including its permitted successors, the “Borrower” and together with the Additional Revolving Borrowers (as defined in the Credit Agreement, as defined below), the “Borrowers”, and each, a “Borrower”) have entered into a ABL Credit Agreement, dated as of March 13, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks, Credit Suisse AG, as administrative agent (together with its successors in such capacities, the “Administrative Agent”) and the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantor shall have executed and delivered that certain ABL Guarantee and Collateral Agreement, dated as of March 13, 2015, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including certain of its Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office, United States Patent and Trademark Office or Canadian Intellectual Property Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and

interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property

described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2. Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, the United Kingdom Intellectual Property Office and the Office for Harmonisation in the Internal Market as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the

provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

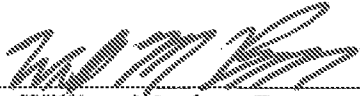
SECTION 7. ABL Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any ABL Obligations are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any ABL Obligations, the provisions of the ABL Intercreditor Agreement shall prevail. As used in this Section 7, "ABL Obligations" shall have the meaning given to such term in the ABL Intercreditor Agreement.

SECTION 8. Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

FORTERRA PIPE & PRECAST, LLC

By: 
Name: William Matthew Brown
Title: Vice President, Chief Financial Officer

[ABL IP SECURITY AGREEMENT]

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TRADEMARK
REEL: 005705 FRAME: 0224

BANK OF AMERICA, N.A., as
Collateral Agent

By: Lauren K. Parish
Name: Lauren Parish
Title: Vice President

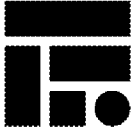
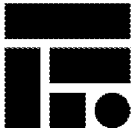
[ABL IP SECURITY AGREEMENT]

COPYRIGHTS

None.

TRADEMARKS

HBP Pipe & Precast LLC (now known as Forterra Pipe & Precast, LLC) Trademarks:

<u>Country/Jurisdiction</u>	<u>Trade Mark</u>	<u>Registration No./ Application No.</u>	<u>Expiration Date, if Applicable</u>
United States of America	Application FORTERRA Applied for on 5/30/2015	Application No. 86646452	N/A
United States of America	Application  Applied for on 7/6/2015	Application No. 86684590	N/A
United Kingdom	Registration FORTERRA [WORD] Registered on 10/2/2015	Registration No. UK00003115715	Renewal due 6/30/2025
Canada	Application FORTERRA Applied for on 6/4/2015	Application No. 1731482	N/A
Canada	Application  Applied for on 7/7/2015	Application No. 1736197	N/A

<u>Country/Jurisdiction</u>	<u>Trade Mark</u>	<u>Registration No./ Application No.</u>	<u>Expiration Date, if Applicable</u>
European Union	<u>Application</u> FORTERRA [WORD] Applied for on 6/9/2015	Application No. 014221311	N/A
European Union	<u>Registration</u>  Registered on 11/13/2015	Registration No. 014372221	Renewal due 7/17/2025
United States of America	<u>Application</u> TERA VA Applied for on 5/30/2015	Application No. 86646450	N/A
Canada	<u>Application</u> TERA VA Applied for on 6/4/2015	Application No. 1731483	N/A
European Union	<u>Registration</u> TERA VA [WORD] Registered on 10/28/2015	Registration No. 014221287	Renewal due 6/9/2025

PATENTS

None.