

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414763

<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>
HOFFMAN SOUTHWEST CORP.		01/31/2017	Corporation:
WESTERN DRAIN SUPPLY, INC.		01/31/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	340 Madison Avenue, 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10173		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2266208	BIOLINE	
<b>Registration Number:</b>	2050911	BIO-ROOTER	
<b>Registration Number:</b>	2287346	PRO PIPE PROFESSIONAL PIPE SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	kdutka@torys.com		
<b>Correspondent Name:</b>	Katherine Dutka		
<b>Address Line 1:</b>	Torys LLP		
<b>Address Line 2:</b>	79 Wellington St. W., Suite 3000		
<b>Address Line 4:</b>	Toronto, CANADA M5K 1N2		
<b>NAME OF SUBMITTER:</b>	Katherine Dutka		
<b>SIGNATURE:</b>	/Katherine Dutka/		
<b>DATE SIGNED:</b>	02/02/2017		
<b>Total Attachments: 5</b>			
source=06 1 - Trademark Security Agreement (Revolver) (Executed)#page1.tif			

OP \$90.00 2266208

source=06 1 - Trademark Security Agreement (Revolver) (Executed)#page2.tif  
source=06 1 - Trademark Security Agreement (Revolver) (Executed)#page3.tif  
source=06 1 - Trademark Security Agreement (Revolver) (Executed)#page4.tif  
source=06 1 - Trademark Security Agreement (Revolver) (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of January 31, 2017, by HOFFMAN SOUTHWEST CORP., a corporation organized under the laws of the State of California ("Hoffman Southwest") and WESTERN DRAIN SUPPLY, INC., a corporation organized under the laws of the State of California ("Western"; Hoffman Southwest, Western, and each Person joined hereto as a Grantor from time to time, collectively, the "Grantors", and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

WITNESSETH

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto ("Lenders") have entered into a certain Revolving Credit and Security Agreement, dated as of January 31, 2017 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

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:

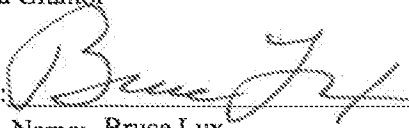
1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders 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 or acquired (collectively, the "Trademark Collateral"):
  - (a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
  - (b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. . In the event that any provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.
4. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

HOFFMAN SOUTHWEST CORP.,  
as a Grantor

By:  \_\_\_\_\_

Name: Bruce Lux  
Title: Vice President, Chief Financial Officer,  
Treasurer and Secretary


WESTERN DRAIN SUPPLY, INC.,  
as a Grantor

By:  \_\_\_\_\_

Name: Bruce Lux  
Title: Vice President, Chief Financial Officer,  
Treasurer and Secretary

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Kevin Madigan  
Title: Senior Vice President

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005980 FRAME: 0833**

**SCHEDULE 1**

**TRADEMARKS**

<b>U.S. Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Current Owner/Applicant</b>
“BIOLINE” and design	2266208	8/3/99	Renewed (Registered)	Western Drain Supply, Inc.
“BIO-ROOTER” and design	2050911	4/8/97	Renewed (Registered)	Western Drain Supply, Inc.
“PRO PIPE PROFESSIONAL PIPE SERVICES”	2287346	10/19/99	Renewed (Registered)	Hoffman Southwest Corp.