

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Senior Lien Intellectual Property Security Agreement recorded at Reel 5931/Frame 0795		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		07/31/2017	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Forterra Pressure Pipe, Inc. (formerly HBP Pressure Pipe, Inc., Hanson Pressure Pipe, Inc., and Price Brothers Company)		
Street Address:	511 E. John Carpenter Freeway		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1637384	SNAP RING	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	42473-00002		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	08/01/2017		
Total Attachments: 5			
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PARTIAL RELEASE OF SENIOR LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Partial Release of Senior Lien Intellectual Property Security Agreement (this “Partial Release”) is made as of July 31, 2017, by Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the benefit of Forterra Pressure Pipe, Inc., an Ohio corporation (f/k/a HBP Pressure Pipe, Inc., Hanson Pressure Pipe, Inc. and Price Brothers Company) (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the IP Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, reference is made to that certain (i) Senior Lien Term Loan Credit Agreement, dated as of October 25, 2016, (as amended as of May 1, 2017, and as may be further amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”) among Forterra, Inc., a Delaware corporation (“Holdings”), Forterra Finance, LLC, a Delaware limited liability company (the “Borrower”), the several banks and other financial institutions or entities from time to time party thereto as lenders and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (as defined therein); (ii) Senior Lien Guarantee and Collateral Agreement, dated as of October 25, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”) by and among Holdings, the Borrower, certain Subsidiaries of Holdings from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (as defined therein); and (iii) Senior Lien Intellectual Property Security Agreement, dated as of October 25, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “IP Security Agreement”) among the Grantors (as defined therein) in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent for its benefit and the benefit of various other financial institutions, a security interest in the certain intellectual property set forth on Schedules 1 and 2 hereto (the “IP”) and the goodwill of the business symbolized by such IP, and the registrations and applications therefor (together with the IP, the “Released IP Collateral”);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on November 30, 2016 at Reel 5931 and Frame 0795 for trademarks and on November 30, 2016 at Reel 040775 and Frame 0692 for patents; and

WHEREAS, Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release its lien on and security interest in, and any other right, title and interest it may have in, to and under the Released IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the IP Security Agreement to the Released

IP Collateral and any right, title or interest of the Administrative Agent in such Released IP Collateral shall hereby terminate, cease and become void. The Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in the Released IP Collateral to the Grantor.

2. To the extent the Administrative Agent shall be deemed to have any right, title or interest in or to the Released IP Collateral, the Administrative Agent hereby reassigns, retransfers and reconveys, without representation or warranty, any and all such right, title or interest of the Administrative Agent in such Released IP Collateral to the Grantor.

3. This Partial Release is applicable only and solely with respect to the Released IP Collateral and to no other collateral arising under the IP Security Agreement or the Guarantee and Collateral Agreement (the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the IP Security Agreement and the Guarantee and Collateral Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the IP Security Agreement and the Guarantee and Collateral Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

4. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to affect the release of the Released IP Collateral contemplated hereby.

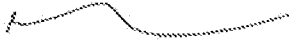
5. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

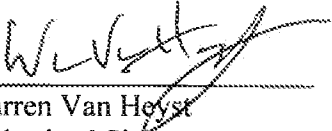
6. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release to be executed and delivered as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent**

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Warren Van Heyst
Title: Authorized Signatory

[SIGNATURE PAGE TO PARTIAL RELEASE OF
SENIOR LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

[[3668081]]

TRADEMARK
REEL: 006120 FRAME: 0693

PATENTS

United States Patents:

<u>Title</u>	<u>Patent No.</u>
Testable Pipe Joint	7,118,137
Water Treatment System and Pressure Pipe Therefor	7,429,323

TRADEMARK

United States Trademark:

<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial Number</u>
Snap Ring	1,637,384	March 12, 1991	73828757