

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calpipe Industries, LLC		02/01/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, New York Branch		
Street Address:	609 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	foreign banking corporation: GERMANY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4117472	CALPIPE INDUSTRIES	
Registration Number:	4114043	CALCONDUIT	
Registration Number:	4049260	CALBRITE	
Registration Number:	4164350	CALBOND	
Registration Number:	4070034	CALPIPE SECURITY BOLLARDS	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Kenneth Rich, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Kenneth Rich		
SIGNATURE:	/Kenneth Rich/		
DATE SIGNED:	02/02/2018		
Total Attachments: 5			

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") dated as of February 1, 2018, is made by CALPIPE INDUSTRIES, LLC, a California limited liability company having a principal place of business at 19440 S. Dominguez Hills Drive, Rancho Dominguez, CA 90220 (the "Grantor"), in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, having a principal place of business at 609 Fifth Avenue, New York, NY 10017, as Collateral Agent (the "Agent") for itself and the banks and other financial institutions (the "Lenders"), from time to time parties to the Amended and Restated First Lien Credit Agreement, dated as of December 22, 2016 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing, or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among Borrower, the Collateral Agent, the Administrative Agent and the other parties thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement or the Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement, the terms and conditions of which are incorporated herein by reference. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, and are incorporated herein by reference.

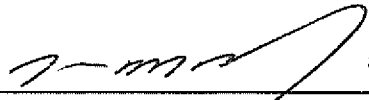
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CALPIPE INDUSTRIES, LLC

By: 
Name: James A. Mallak
Title: Vice President and Chief Financial Officer

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006264 FRAME: 0720

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Agent

By: 
Name: _____
Title: Marcus Warkington
Director

By: 
Name: _____
Title: Dusan Lazarov
Director

SCHEDULE I

Trademark Registrations

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Calpipe Industries	Granted	85296613	4/15/2011	4,117,472	3/27/2012
Calconduit	Granted	85280210	3/29/2011	4,114,043	3/20/2012
Calbrite	Granted	85291702	4/11/2011	4,049,260	11/1/2011
Calbond	Granted	85458381	10/27/2011	4,164,350	6/26/2012
Calpipe Security Bollards	Granted	85280214	3/29/2011	4,070,034	12/13/2011