

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM560719

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900528163		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lane Enterprises, Inc.		11/26/2019	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Branch Banking and Trust Company		
<b>Street Address:</b>	801 Norland Avenue		
<b>City:</b>	Chambersburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17201		
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4445292	HD100	
<b>Registration Number:</b>	4445293	HD100EC	
<b>Registration Number:</b>	4554803	LANE	
<b>Registration Number:</b>	4847928	STORMKEEPER	
<b>Serial Number:</b>	88483902	STORMSHAPER	
<b>Registration Number:</b>	2906746	LANE	
<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 (109541-01001 baf)		
<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		
<b>ATTORNEY DOCKET NUMBER:</b>	109541-01001		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

TRADEMARK

DATE SIGNED:	02/06/2020
<b>Total Attachments: 17</b> source=IP Security Agreement (BBT Lane) Cover Sheet#page1.tif source=IP Security Agreement (BBT Lane)#page1.tif source=IP Security Agreement (BBT Lane)#page2.tif source=IP Security Agreement (BBT Lane)#page3.tif source=IP Security Agreement (BBT Lane)#page4.tif source=IP Security Agreement (BBT Lane)#page5.tif source=IP Security Agreement (BBT Lane)#page6.tif source=IP Security Agreement (BBT Lane)#page7.tif source=IP Security Agreement (BBT Lane)#page8.tif source=IP Security Agreement (BBT Lane) corrected#page1.tif source=IP Security Agreement (BBT Lane) corrected#page2.tif source=IP Security Agreement (BBT Lane) corrected#page3.tif source=IP Security Agreement (BBT Lane) corrected#page4.tif source=IP Security Agreement (BBT Lane) corrected#page5.tif source=IP Security Agreement (BBT Lane) corrected#page6.tif source=IP Security Agreement (BBT Lane) corrected#page7.tif source=IP Security Agreement (BBT Lane) corrected#page8.tif	

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

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this “Agreement”) made as of this 26th day of November, 2019 by **LANE ENTERPRISES, INC.**, a Pennsylvania corporation (“Grantor”) in favor of **BRANCH BANKING AND TRUST COMPANY**, in its capacity as agent for the below-defined Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”):

W I T N E S S E T H

WHEREAS, Grantor, as a borrower (together with each other Person joined to the Loan Agreement (defined below) as a “borrower” from time to time, collectively, the “Borrowers”), the various financial institutions named in the Loan Agreement 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, pursuant to the Loan Agreement, Grantor has granted to Agent a security interest in substantially all of the assets of Grantor, 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, 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, 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

109541.01001/122194609v.2

continuing security interest in 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 registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to 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 registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to 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 Grantor 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, 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. 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 Grantor's true and lawful attorney-in-fact, with the power to endorse 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 a form acceptable to Agent. 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. 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.

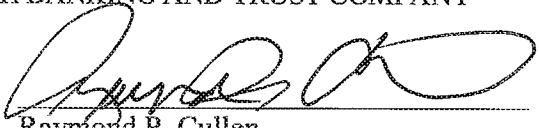
8. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the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

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

AGENT:

BRANCH BANKING AND TRUST COMPANY

By:

Name:  Raymond P. Cullen

Title: Vice President

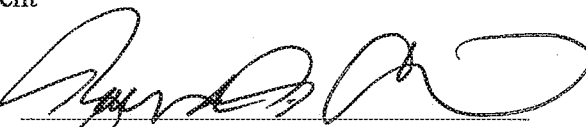
Signature Page to Collateral Assignment of Loan, Payment Intangibles and Supporting Obligations

TRADEMARK

REEL: 006851 FRAME: 0960

Agreed and Accepted:

**BRANCH BANKING AND TRUST COMPANY,**  
as Agent

By:   
Name: Raymond P. Cullen  
Title: Vice President

Signature Page to Intellectual Property Security Agreement  
(Trademarks and Patents)

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

**LANE ENTERPRISES, INC.**

By:   
Name: Patrick X. Collings  
Title: President

Signature Page to Intellectual Property Security Agreement  
(Trademarks and Patents)

## **SCHEDULE I**

### **TRADEMARKS**

Registered Owner	Trademark Title	Application No.	Date of Application	Registration No.	Date of Registration
Lane Enterprises, Inc.	HD100	85/746,521	10/05/2012	4,445,292	12/03/2013
Lane Enterprises, Inc.	HD100EC	85/746,535	10/05/2012	4,445,293	12/03/2013
Lane Enterprises, Inc.	LANE	86/022,341	07/29/2013	4,554,803	06/24/2014
Lane Enterprises, Inc.	STORMKEEPER	86/515,103	01/27/2015	4,847,928	11/03/2015
Lane Enterprises, Inc.	STORMSHAPER	88/483,902	06/21/2019		
Lane Enterprises, Inc.	LANE and design	78/332667	11/25/2003	2,906,746	11/30/2004

## **PATENTS**

Registered Owner	Description of Patent	Application No	Date of Application	Registration No	Date of Registration
Lane Enterprises, Inc.	Stormwater Treatment System and Method	11/741,173	4/27/2007	7,459,090	12/2/2008
Lane Enterprises, Inc.	Underground Stormwater Management System and Method	12/512,271	7/30/2009	8,062,531	11/22/2011
Lane Enterprises, Inc.	Two-Piece Split Coupler for Coupling Large-Diameter Plastic Corrugated Pipe	13/757,344	02/01/2013	8,967,676	03/03/2015
Lane Enterprises, Inc.	Flow Control Methods and Devices	13/961,955	08/08/2013	9,574,337	02/21/2017
Lane Enterprises, Inc.	Flow Control Device for a Storm Water Management System	14/069,700	11/1/2013	9,290,923	03/22/2016
Lane Enterprises, Inc.	Flow Control Device	14/069,726	11/1/2013	9,309,989	04/12/2016
Lane Enterprises, Inc.	Storm Water Filter	14/879,125	10/09/2015	--	--
Lane Enterprises, Inc.	Water-Impermeable Membrane Apparatus For Detection of Leaks of the Presence of Water	62/096,603	12/24/2014	--	--
Lane Enterprises, Inc.	Storm Water Filter	16/207,798	12/03/2018	--	--
Lane Enterprises, Inc.	Liner System for Detection of Leaks or the Presence of Water	14/977,715	12/22/2015	9,651,448	5/16/2017
Lane	Stormwater	15/707,698	09/18/2017	10,227,766	03/21/2019

Enterprises, Inc.	Management System				
Lane Enterprises, Inc.	Flow Control Device for a Storm Water Management System	16/052,873	08/02/2018	--	--
Lane Enterprises, Inc.	Method for Coupling Corrugated Pipe Segments	12/818/216	06/18/2010	8,372,29	02/02/2013
Lane Enterprises, Inc.	Stormwater Treatment System and Method	--	--	7,459,090	12/2/2008

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Agreed and Accepted:

**BRANCH BANKING AND TRUST COMPANY,**  
as Agent

By: 

Name: Raymond P. Cullen

Title: Vice President

Signature Page to Intellectual Property Security Agreement  
(Trademarks and Patents)

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