

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM647625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEGION ENERGY SERVICES, LLC		05/17/2021	Limited Liability Company: DELAWARE
CORRPRO COMPANIES, INC.		05/17/2021	Corporation: OHIO
MANUFACTURED TECHNOLOGIES CO., LLC		05/17/2021	Limited Liability Company: DELAWARE
INA ACQUISITION CORP.		05/17/2021	Corporation: DELAWARE
UNDERGROUND SOLUTIONS, INC.		05/17/2021	Corporation: DELAWARE
UNITED PIPELINE SYSTEMS, INC.		05/17/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	5725211	P2S SERVTECH	
Registration Number:	3071501	P2S POWER SERVICES	
Registration Number:	3071502	P2S PLANT PERFORMANCE SERVICES	
Registration Number:	3071503	P2S PECO	
Registration Number:	3268787	CORRFLEX	
Registration Number:	2963632	CORRSPRAY	
Registration Number:	2419249	PERMANODE	
Registration Number:	2501468	CCI	
Registration Number:	2449774	CORRPOWER	
Registration Number:	1175950	CENTAP	
Registration Number:	1105957	PERMACELL	

OP \$1890.00 5725211

Property Type	Number	Word Mark
Registration Number:	972251	T.A.S.C.
Registration Number:	3730303	CORRVISION
Registration Number:	2545934	CORRPRO
Registration Number:	5339051	GREEN RECTIFIER
Registration Number:	3143036	DDM
Registration Number:	4311875	FYFE
Registration Number:	2023088	FIBRWRAP
Registration Number:	4721731	FIBRPIPEWRAP
Registration Number:	2023169	TYFO
Registration Number:	5025510	MTC
Registration Number:	5025509	MTC
Registration Number:	4270637	AEGION
Registration Number:	3386807	ITAP
Registration Number:	6038638	WELDTITE
Registration Number:	3790732	INSITUMAIN
Registration Number:	3453594	
Registration Number:	3414447	MTUBE
Registration Number:	3658699	I+
Registration Number:	3414381	
Registration Number:	3658696	IPLUS
Registration Number:	3544512	INFUSION
Registration Number:	4592995	INSITUFORM
Registration Number:	4592996	INSITUFORM
Registration Number:	4592673	INSITUFORM
Registration Number:	4428417	TITE LINER
Registration Number:	4238913	A
Registration Number:	4134463	BRINDERSON
Registration Number:	4191831	ALLSAFE
Registration Number:	5946534	PREFIT
Registration Number:	6082909	SAFETYLINER
Registration Number:	5814561	ASSETVIEW
Registration Number:	5278694	FIELDLINE
Registration Number:	6200695	LIVELINE
Registration Number:	5921371	SCANLINE
Registration Number:	5487814	CHARGELINE
Registration Number:	5255656	ALLSAFE +
Registration Number:	5342158	LINERWATCH
Registration Number:	5309314	DELAYTRAK

Property Type	Number	Word Mark
Registration Number:	5809774	TIMETRAK
Registration Number:	5169941	SCHULTZ
Registration Number:	4924414	STRONGER. SAFER. INFRASTRUCTURE.
Registration Number:	4791429	LTUBE
Registration Number:	4674031	B
Registration Number:	2588334	INSITUFORM
Registration Number:	2715154	INSITUFORM
Registration Number:	2720636	INSITUFORM
Registration Number:	2236805	PPL
Registration Number:	1643612	INSITUPIPE
Registration Number:	1399405	INSITUTUBE
Registration Number:	1309349	INSITUFORM
Registration Number:	1216690	INSITUFORM
Registration Number:	2615064	
Registration Number:	4514602	FUSIBLE PVC
Registration Number:	4225716	FUSIBLE C-900
Registration Number:	3334835	UNDERGROUND SOLUTIONS
Registration Number:	4237805	FUSIBLE C-905
Registration Number:	4858550	FPVC
Registration Number:	2380842	UNITED
Registration Number:	2410006	UNITED PIPELINE SYSTEMS
Registration Number:	4591957	CRTS
Registration Number:	4616402	CRTS
Registration Number:	4612700	CRTS
Registration Number:	4627128	COAT
Registration Number:	4619492	COATCHECK

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-701-3365

Email: ECarrera@cahill.com

Correspondent Name: Elaine Carrera

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 1374719 for 41260.0369

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/18/2021
Total Attachments: 9 source=03. Aqua - Trademark Security Agreement#page2.tif source=03. Aqua - Trademark Security Agreement#page3.tif source=03. Aqua - Trademark Security Agreement#page4.tif source=03. Aqua - Trademark Security Agreement#page5.tif source=03. Aqua - Trademark Security Agreement#page6.tif source=03. Aqua - Trademark Security Agreement#page7.tif source=03. Aqua - Trademark Security Agreement#page8.tif source=03. Aqua - Trademark Security Agreement#page9.tif source=03. Aqua - Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of Jefferies Finance LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of May 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all, renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and

(vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AEGION ENERGY SERVICES, LLC, as a
GRANTOR

By: Kenneth L. Young
Name: Kenneth L. Young
Title: Senior Vice President, Treasury and Tax

CORRPRO COMPANIES, INC., as a GRANTOR

By: Kenneth L. Young
Name: Kenneth L. Young
Title: Senior Vice President, Treasury and Tax

MANUFACTURED TECHNOLOGIES CO., LLC,
as a GRANTOR

By: Kenneth L. Young
Name: Kenneth L. Young
Title: Senior Vice President, Treasury and Tax

INA ACQUISITION CORP., as a GRANTOR

By: Kenneth L. Young
Name: Kenneth L. Young
Title: Senior Vice President, Treasury and Tax

UNDERGROUND SOLUTIONS, INC., as a
GRANTOR


By: Kenneth L. Young
Name: Kenneth L. Young
Title: Senior Vice President, Treasury and Tax

UNITED PIPELINE SYSTEMS, INC., as a
GRANTOR

By: Kenneth L. Young
Name: Kenneth L. Young
Title: Senior Vice President, Treasury and Tax


ACCEPTED AND ACKNOWLEDGED BY:

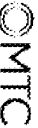
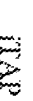


JEFFERIES FINANCE LLC, as
Administrative Agent

By: 
Name: Jason Kennedy
Title: Managing Director



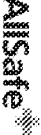
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Aegion Energy Services, LLC	P2S SERVTECH	87920028	5/14/2018	5725211	4/16/2019
Aegion Energy Services, LLC	P2S POWER SERVICES	76566244	12/2/2003	3071501	3/21/2006
Aegion Energy Services, LLC	 P2S PLANT PERFORMANCE SERVICES and Design	76566246	12/2/2003	3071502	3/21/2006
Aegion Energy Services, LLC	P2S PECO	76566247	12/2/2003	3071503	3/21/2006
Corpro Companies, Inc.	CORRPLEX	76605760	8/3/2004	3268787	7/24/2007
Corpro Companies, Inc.	CORRSPRAY	76530489	6/26/2003	2963632	6/28/2005
Corpro Companies, Inc.	PERMANODE	75921139	2/16/2000	2419249	1/9/2001
Corpro Companies, Inc.	 CCI and Design	75883649	12/29/1999	2501468	10/30/2001
Corpro Companies, Inc.	CORRPOWER	75624418	1/20/1999	2449774	5/8/2001
Corpro Companies, Inc.	CENTAP	73261220	5/8/1980	1175950	11/3/1981
Corpro Companies, Inc.	PERMACELL	73083314	4/9/1976	1105957	11/14/1978
Corpro Companies, Inc.	T.A.S.C.	72427394	6/15/1972	972251	11/6/1973
Corpro Companies, Inc.	CORRVISION	76690497	6/11/2008	3730303	12/29/2009
Corpro Companies, Inc.	CORRPRO	75906531	1/28/2000	2545934	3/12/2002

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Corpro Companies, Inc.	GREEN RECTIFIER	87415418	4/18/2017	5339051	11/21/2017
Corpro Companies, Inc.	DDM	78410737	4/29/2004	3143036	9/12/2006
Manufactured Technologies Co., LLC ¹	FYFE	85571209	3/16/2012	4311875	4/2/2013
Manufactured Technologies Co., LLC	FIBRW RAP	74680218	5/26/1995	2023088	12/17/1996
Manufactured Technologies Co., LLC	FIBRPIPEWRAP	86031361	8/7/2013	4721731	4/14/2015
Manufactured Technologies Co., LLC	TYFO	74689839	6/16/1995	2023169	12/17/1996
INA Acquisition Corp.	 MTC MTC and Design	86786731	10/13/2015	5025510	8/23/2016
INA Acquisition Corp.	MTC	86786709	10/13/2015	5025509	8/23/2016
INA Acquisition Corp.	AEGION	85412601	9/1/2011	4270637	1/8/2013
INA Acquisition Corp.	 ITAP	78907360	6/13/2006	3386807	2/19/2008
INA Acquisition Corp.	WELDTITE	88424624	5/10/2019	6038638	4/21/2020
INA Acquisition Corp.	INSITUMAIN	77467906	5/7/2008	3790732	5/18/2010
INA Acquisition Corp.		77333481	11/19/2007	3453594	6/24/2008
INA Acquisition Corp.	Design Only				
INA Acquisition Corp.	MTUBE	77271915	9/5/2007	3414447	4/22/2008
INA Acquisition Corp.	 I+ and Design	77249251	8/7/2007	3658699	6/21/2009

¹ Company will update record ownership from prior name Fyfe Co. LLC to Manufactured Technologies Co., LLC.

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
INA Acquisition Corp.		77249589	8/7/2007	3414381	4/22/2008
INA Acquisition Corp.	Design Only				
INA Acquisition Corp.	IPLUS	77247750	8/6/2007	3658696	6/21/2009
INA Acquisition Corp.	INFUSION	77247772	8/6/2007	3544512	12/9/2008
INA Acquisition Corp.	INSITUFORM	86214326	3/7/2014	4592995	8/26/2014
INA Acquisition Corp.	INSITUFORM	86214345	3/7/2014	4592996	8/26/2014
INA Acquisition Corp.	INSITUFORM	86175703	1/27/2014	4592673	8/26/2014
INA Acquisition Corp.	TITE LINER	85871012	3/8/2013	4428417	11/5/2013
INA Acquisition Corp.		85412614	9/1/2011	4238913	11/6/2012
INA Acquisition Corp.	A and Design				
INA Acquisition Corp.	BRINDERSON	85368998	7/12/2011	4134463	5/1/2012
INA Acquisition Corp.	ALLSAFE	85369070	7/12/2011	4191831	8/14/2012
INA Acquisition Corp.	PREFIT	88359446	3/27/2019	5946534	12/24/2019
INA Acquisition Corp.	SAFETYLINER	88218565	12/5/2018	6082909	6/23/2020
INA Acquisition Corp.	ASSETVIEW	87886829	4/20/2018	5814561	7/23/2019
INA Acquisition Corp.	FIELDLINE	87406874	4/11/2017	5278694	8/29/2017
INA Acquisition Corp.	LIVELINE	87407113	4/11/2017	6200695	11/17/2020
INA Acquisition Corp.	SCANLINE	87407147	4/11/2017	5921371	11/26/2019
INA Acquisition Corp.	CHARGELINE	87407170	4/11/2017	5487814	6/5/2018
INA Acquisition Corp.	 ALLSAFE + and Design	87290880	1/5/2017	5255656	8/1/2017
INA Acquisition Corp.	LINERWATCH	87180402	9/22/2016	5342158	11/21/2017
INA Acquisition Corp.	DELAYTRAK	87163550	9/7/2016	5309314	10/17/2017
INA Acquisition Corp.	TIMETRAK	87163561	9/7/2016	5809774	7/23/2019
INA Acquisition Corp.	SCHULTZ	87096352	7/7/2016	5169941	3/28/2017

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
INA Acquisition Corp.	STRONGER, SAFER. INFRASTRUCTURE.	86650410	6/3/2015	4924414	3/22/2016
INA Acquisition Corp.	LTUBE	86189950	2/11/2014	4791429	8/11/2015
INA Acquisition Corp.	 B and Design	86135657	12/5/2013	4674031	1/20/2015
INA Acquisition Corp.	 INSTUFORM and Design	76311722	9/13/2001	2588334	7/2/2002
INA Acquisition Corp.	 INSTUFORM and Design	76312424	9/14/2001	2715154	5/13/2003
INA Acquisition Corp.	 INSTUFORM and Design	76311898	9/13/2001	2720636	6/3/2003
INA Acquisition Corp.	PPL	75459026	3/30/1998	2236805	4/6/1999
INA Acquisition Corp.	INSTUPIPE	73652013	3/30/1987	1643612	5/7/1991
INA Acquisition Corp.	INSTUTUBE	73566574	11/4/1985	1399405	7/1/1996
INA Acquisition Corp.	INSTUFORM	73361653	4/26/1982	1309349	12/11/1984
INA Acquisition Corp.	INSTUFORM	73239268	11/15/1979	1216690	11/16/1982
INA Acquisition Corp.	 Design Only	76312281	9/14/2001	2615064	9/3/2002
Underground Solutions, Inc.	FUSIBLE PVC	86062617	9/12/2013	4514602	4/15/2014
Underground Solutions, Inc.	FUSIBLE C-900	85569218	3/14/2012	4225716	10/16/2012

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Underground Solutions, Inc.	UNDERGROUND SOLUTIONS	78880619	5/10/2006	3334835	11/13/2007
Underground Solutions, Inc.	FUSIBLE C-905	85628246	5/17/2012	4237805	11/6/2012
Underground Solutions, Inc.	FPVC	86590423	4/8/2015	4858550	11/24/2015
United Pipeline Systems, Inc.	UNITED	75658814	3/12/1999	2380842	8/29/2000
United Pipeline Systems, Inc.	UNITED PIPELINE SYSTEMS	75659064	3/12/1999	2410006	12/5/2000
Aegion Coating Services, LLC	CRTS	86129665	11/26/2013	4591957	08/26/2014
Aegion Coating Services, LLC	CRTS	86129638	11/26/2013	4616402	10/07/2014
Aegion Coating Services, LLC	CRTS	86129589	11/26/2013	4612700	09/30/2014
Aegion Coating Services, LLC	COAT	85958479	06/13/2013	4627128	10/28/2014
Aegion Coating Services, LLC	COATCHECK	85958477	06/13/2013	4619492	10/14/2014

TRADEMARK APPLICATIONS

None.