

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwest Pipe Company		06/30/2021	Corporation:
NWPC, LLC		06/30/2021	Limited Liability Company:
Permalok Corporation		06/30/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1300 SW 5th Avenue 10th Floor		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4811304	NORTHWEST PIPE	
Registration Number:	1692983	ARROW-LOCK	
Registration Number:	2245606	T-HAB	
Registration Number:	2912492	T-LOCK	
Registration Number:	1845025	PERMALOK	
Registration Number:	5234616	PERMALOK	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,kyle.turnbull@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		

OP \$165.00 4811304

DATE SIGNED:	07/04/2021
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30th day of June, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as Administrative Agent for itself, as Lender, and the other Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Northwest Pipe Company, NWPC, LLC and Geneva Pipe and Precast Company, as borrowers (collectively, “Borrowers”, and each a “Borrower”), Administrative Agent and the Lenders from time to time party thereto, Administrative Agent and the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Administrative Agent and the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of itself, as Lender, and the Lenders, that certain Guaranty and Security Agreement, dated as of June 30, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of itself, as Lender, and the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of itself, as Lender, and each of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any Debtor Relief Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of itself, as Lender, and the Lenders, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NORTHWEST PIPE COMPANY

By: _____

Name: Aaron Wilkins
Title: Senior Vice President, Chief Financial Officer,
and Corporate Secretary

NWPC, LLC

By: _____

Name: Aaron Wilkins
Title: Vice President, Chief Financial Officer, and
Secretary

PERMALOK CORPORATION

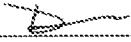
By: _____

Name: Aaron Wilkins
Title: Vice President, Chief Financial Officer, and
Secretary

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK NATIONAL
ASSOCIATION**, a national banking association

By: 
Name: Dawn Mace Moore
Its: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007345 FRAME: 0914**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
(excluding Trademark applications filed on an intent-to-use basis for which no statement of use
or amendment to allege use has been filed)

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Northwest Pipe Company	US	NORTHWEST PIPE	86421062/ 4811304	10-10-2014/ 06-30-2015
NWPC, LLC	US	ARROW-LOCK	74073691/ 1692983	06-28-1990/ 02-12-1991
	US	T-HAB	75375344/ 2245606	10-17-1997/ 05-18-1999
	US	T-LOCK	76563154/ 2912492	11-20-2003/ 12-21-2004
NWPC, LLC	Madrid Protocol (with protection pending in Canada)	ARROW-LOCK	A0087226/ 1499602	06-27-2019/ 06-27-2019
	Madrid Protocol (with protection pending in Canada)	T-LOCK	A0087225/ 1500281	06-27-2019/ 06-27-2019
	Mexico	T-LOCK	119850090499/ 390719	06-28-1990/ 06-28-1990
Permalok Corporation	US	PERMALOK	74377728/ 1845025	04-12-1993/ 07-12-1994
	US	PERMALOK	86271352/ 5234616	05-05-2014/ 07-04-2017

Permalok Corporation	Madrid Protocol (with extensions of protection in Australia, China, India, Japan, Mexico & New Zealand)	PERMALOK	A0046147/ 1224143	11-03-2014/ 11-03-2014
	Brazil	PERMALOK	908546874	11-04-2014/ 05-19-2017
	Canada	PERMALOK	1700513/ TMA957692	10-30-2104 12-12-2016

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

None.

Trademark Licenses

None.