

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valencia Pipe Company		07/15/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank Leumi USA		
Street Address:	579 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4304614	VPC	
Registration Number:	4220110	VPC	
Registration Number:	1977109	HOME-FLEX	
Registration Number:	5059044	BIGMOUTH	
Registration Number:	4214416		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	07/16/2021		
Total Attachments: 8			

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15th day of July, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and BANK LEUMI USA, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, the Grantors and Bank Leumi USA in its individual capacity as the sole Lender (in such capacity, “Existing Lender”) previously entered into the Trademark Security Agreement, dated as of March 22, 2019 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Security Agreement”);

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated of even date herewith by and among Valencia Pipe Company, a California corporation (“VPC”), Epic Chemicals, LLC, a California limited liability company (“Epic”; and together with VPC and any other Person that may after the date hereof become party thereto as a Borrower, each individually a “Borrower”, and individually and collectively, jointly and severally, “Borrowers”), the affiliates of Borrowers party thereto, the Lenders party thereto and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Agent and Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent the Amended and Restated Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, 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 and Agent hereby agree that the Existing Security Agreement shall be and hereby is amended and restated as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the 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 1.2 of the 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 Agent, for its benefit and for the benefit of the other Secured Parties (and hereby confirms, reaffirms and restates the continuing prior grant as set forth in the Existing Security Agreement to the Existing Lender, which shall continue in all respects on and after the date hereof in favor of Agent, for the benefit of itself and the other Secured Parties), to secure the Secured Obligations, a

continuing 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 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 any Grantor to Agent and Lenders, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code 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 Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. Grantors shall give Agent not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect 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. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. Existing Security Agreement and Acknowledgment of Security Interests.

(a) Each party hereto as of the date hereof hereby acknowledges, confirms and agrees that: (i) the Existing Security Agreement has been duly executed and delivered by such party and is in full force and effect as of the date hereof immediately prior to the effectiveness of this Trademark Security Agreement, (ii) immediately prior to the effectiveness of this Trademark Security Agreement, the agreements and obligations of such party contained in the Existing Security Agreement constitute the legal, valid and binding obligations of such party enforceable against such party in accordance with their respective terms, and (iii) as of the date hereof, such party does not have a valid defense to the enforcement of such obligations.

(b) Each Grantor party hereto as of the date hereof hereby expressly ratifies, reaffirms and confirms the liens and security interests granted by such Grantor in favor of the Existing Lender pursuant to the Existing Security Agreement in any Trademark Collateral existing as of the date hereof (immediately prior to the effectiveness of this Trademark Security Agreement), and hereby agrees that all liens and security interests granted to Existing Lender under the Existing Security Agreement are hereby assigned to Agent, for the benefit of the Secured Parties.

(c) With respect to right, title or interest of any Grantor in, to or under any Trademark Collateral existing as of the date hereof (immediately prior to the effectiveness of this Trademark Security Agreement) or hereafter arising or acquired from time to time, the liens and security interests granted by such Grantor in such Trademark Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting by such Grantor of such liens and security interests in such Trademark Collateral and the perfection thereof, whether granted pursuant to the Existing Security Agreement, this Trademark Security Agreement or any of the other Loan Documents.

9. Amendment and Restatement.

(a) As of the date hereof, each of the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Security Agreement is hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Trademark Security Agreement, except that nothing herein or in the other Loan Documents shall impair or adversely affect (i) the continuation of the liability of the Grantors for the Secured Obligations heretofore incurred, or (ii) the security interests, liens and other interests in the Trademark Collateral heretofore granted, pledged and/or assigned by Grantors to Existing Lender, which shall continue in all respects on and after the date hereof in favor of Agent, for the benefit of itself and the other Secured Parties (whether directly, indirectly or otherwise).

(b) The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the

obligations and liabilities of the Grantors evidenced by or arising under the Existing Security Agreement, and the liens and security interests securing such obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released, shall continue in full force and effect in favor of Agent, for the benefit of itself and the other Secured Parties.

[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.

GRANTOR:

VALENCIA PIPE COMPANY

By: 

Name: Andrew Valencia

Title: CEO

[Signature Page to Amended and Restated Trademark Security Agreement (Valencia)]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BANK LEUMI USA

[Signature Page to Amended and Restated Trademark Security Agreement (Valencia)]

TRADEMARK
REEL: 007357 FRAME: 0343

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Valencia Pipe Company	United States	VPC	Reg #4304614 SN #85668304	3/19/13
Valencia Pipe Company	United States	VPC	Reg #4220110 SN #85026246	10/9/12
Valencia Pipe Company	United States	HOME-FLEX	Reg #1977109 SN #74469168	12/13/93
Valencia Pipe Company	United States	BIGMOUTH	Reg #5059044 SN #86928516	10/11/16
Valencia Pipe Company	United States	[Incomplete circle drawing]	Reg #4214416 SN #85026310	9/25/12

Trademark Licenses

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Owner/Licensor</u>
Kleer Drain	Reg #3026410	12/13/2005	Canceled	The Howard and Veronica Allenbaugh Trust