

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Park Environmental Equipment, LLC		10/22/2021	Limited Liability Company: TEXAS
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: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5078962	VORTAFLO	
Registration Number:	5042417	VORTABLEND	
Registration Number:	5042330	HYDROSPIN	
Registration Number:	5005324	DESIGN FOR WATER	
Registration Number:	5000331	BACKFLO	
Registration Number:	4939644	OIL TROOPER	
Registration Number:	4940211	HELI CEPTER	
Registration Number:	4940865	AF3 TANK	
Registration Number:	5020432	ZOO TROOPER	
Registration Number:	5042416	VORTASPIN	
Registration Number:	4939758	SAND TROOPER	
Registration Number:	5078964	SKIMPRO	
Registration Number:	5048112	PARK PROCESS	
Registration Number:	5281727	THE BIG TIPPER	
Registration Number:	5177128	PARKLEAR	
Registration Number:	5014326	OILDAWG	
Registration Number:	2370010	PARK	
Registration Number:	2327828		
Registration Number:	3713586	DECONTANK	
TRADEMARK			

OP \$1140.00 5078962

Property Type	Number	Word Mark
Registration Number:	3086808	METERVAULT
Registration Number:	3190520	TRASHTROOPER
Registration Number:	4912865	METER VAULT
Registration Number:	4892965	DECONTANK
Registration Number:	5048111	PARK PROCESS
Registration Number:	5370127	
Registration Number:	4867297	RAINTROOPER
Registration Number:	5365740	SLUDGE KING
Registration Number:	5331717	VENTURIVAC
Registration Number:	5587301	LABROX
Registration Number:	5380500	PARK USA
Registration Number:	4168096	ELEVADER
Registration Number:	4161426	LABTANK
Registration Number:	4235290	PUMPSPEX
Registration Number:	4257081	PARKUSA
Serial Number:	87856215	TREEBASIN
Serial Number:	87856332	MARSHBASIN
Serial Number:	87866951	NUTRIBASIN
Serial Number:	87866959	BIOBASIN
Registration Number:	4350022	LINTTROOPER
Registration Number:	5998192	THE LITTLE TIPPER
Registration Number:	4522406	HYDRORECYCLE
Registration Number:	4451796	HYDROGRAVITY
Registration Number:	2628121	STORM TROOPER
Registration Number:	4205045	GREASETROOPER
Registration Number:	4190152	PUMP TROOPER

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hkllaw.com, kyle.turnbull@hlaw.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/

DATE SIGNED: 11/07/2021

Total Attachments: 11

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page1.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page2.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page3.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page4.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page5.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page6.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page7.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page8.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page9.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page10.tif

source=04. WFB_Northwest Pipe - Trademark Security Agreement (Park)_151812590_1#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of October, 2021, by and among Grantor listed on the signature pages hereof (“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 dated as of June 30, 2021, as amended by that certain Incremental Amendment 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, Geneva Pipe and Precast Company and Park Environmental Equipment, LLC, as borrowers (collectively, “Borrowers”, and each a “Borrower”), Wells Fargo Bank, National Association, as lender (“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;

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 Grantor 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, Grantor is 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, 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. 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 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 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 Grantor 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 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. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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

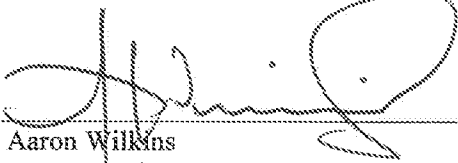
TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[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:

PARK ENVIRONMENTAL EQUIPMENT, LLC

By: 
Name: Aaron Wilkins
Title: Secretary and Treasurer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007486 FRAME: 0668

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

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

By:  _____
Name: Dawn Mace Moore
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007486 FRAME: 0669**

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

UNITED STATES TRADEMARKS:

Registrations:

<u>Grantor*</u>	<u>FILE NO.</u>	<u>NAME</u>	<u>REF. NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION DATE</u>
Park Environmental Equipment, Ltd.	3050-1	VORTAFLO	5,078,962	6/15/2015	11/8/2016
Park Environmental Equipment, Ltd.	3050-2	VORTABLEND	5,042,417	11/17/2015	9/13/2016
Park Environmental Equipment, Ltd.	3050-3	HYDROSPIN	5,042,330	6/15/2015	9/13/2016
Park Environmental Equipment, Ltd.	3050-4	DESIGN FOR WATER	5,005,324	9/17/2015	7/19/2016
Park Environmental Equipment, Ltd.	3050-5	BACKFLO	5,000,331	7/23/2015	7/12/2016
Park Environmental Equipment, Ltd.	3050-6	OILTROOPER	4,939,644	7/8/2015	4/19/2016
Park Environmental Equipment, Ltd.	3050-7	HELI CEPTER	4,940,211	7/15/2015	4/19/2016
Park Environmental Equipment, Ltd.	3050-8	AF3 TANK	4,940,865	7/23/2015	4/19/2016
Park Environmental Equipment, Ltd.	3050-9	ZOO TROOPER	5,020,432	7/15/2015	8/16/2016
Park Environmental	3050-10	VORTASPIN	5,042,416	6/30/2015	9/13/2016

Equipment, Ltd.					
Park Environmental Equipment, Ltd.	3050-11	SAND TROOPER	4,939,758	7/9/2015	4/19/2016
Park Environmental Equipment, Ltd.	3050-12	SKIMPRO	5,078,964	6/15/2015	11/8/2016
Park Environmental Equipment, Ltd.	3050-15	PARK PROCESS & DESIGN	5,048,112	9/17/2015	9/27/2016
Park Environmental Equipment, Ltd.	3050-16	THE BIG TIPPER	5,281,727	6/26/2015	9/5/2017
Park Environmental Equipment, Ltd.	3050-24	ParKlear	5,177,128	7/8/2015	4/4/2017
Park Environmental Equipment, Ltd.	3050-25	OilDawg	5,014,326	7/8/2015	8/2/2016
Park Environmental Equipment, Ltd.	3050-26	PARK in Classes 6, 7, 11, 19, and 20	2,370,010	9/8/1998	7/25/2000
Park Environmental Equipment, Ltd.	3050-27	Box Logo Only in Classes 6, 7, 11, 19, and 20	2,327,828	3/23/1998	3/14/2000
Park Environmental Equipment, Ltd.	3050-29	DECONTANK on Supplemental Register	3,713,586	5/18/2009	11/17/2009
Park Environmental Equipment, Ltd.	3050-30	METERVAULT on Supplemental Register	3,086,808	2/2/2005	4/25/2006
Park Environmental Equipment, Ltd.	3050-31	TRASH TROOPER	3,190,520	2/2/2005	1/2/2007
Park Environmental Equipment, Ltd.	3050-32	METER VAULT on Principal Register	4,912,865	6/22/2015	3/8/2016
Park Environmental Equipment, Ltd.	3050-33	DECONTANK on Principal Register	4,892,965	6/24/2015	1/26/2016

Park Environmental Equipment, Ltd.	3050-34	TRASH TROOPER in Texas	800448424	3/11/2005	3/11/2005
Park Environmental Equipment, Ltd.	3050-36	METERVAULT in Texas	800448427	3/15/2005	3/9/2005
Park Environmental Equipment, Ltd.	3050-38	BREAKTANK in Texas	800450162	2/17/2005	2/17/2005
Park Environmental Equipment, Ltd.	3050-39	STORMTROOPER in Texas	6048517	7/10/2001	7/10/2001
Park Environmental Equipment, Ltd.	3050-40	OILTROOPER in Texas	801093604	5/13/2009	5/13/2009
Park Environmental Equipment, Ltd.	3050-41	GREASETROOPER in Texas	801093594	5/11/2009	5/11/2009
Park Environmental Equipment, Ltd.	3050-42	GO TROOPER in Texas	801093595	5/11/2009	5/11/2009
Park Environmental Equipment, Ltd.	3050-43	ELEVADER in Texas	801528473	3/9/2012	3/9/2012
Park Environmental Equipment, Ltd.	3050-44	HYDROGRAVITY in Texas	801528480	12/31/2011	12/31/2011
Park Environmental Equipment, Ltd.	3050-45	PUMP TROOPER in Texas	801528477	2/29/2012	2/29/2012
Park Environmental Equipment, Ltd.	3050-46	RAINTROOPER in Texas	801539446	3/9/2012	3/9/2012
Park Environmental Equipment, Ltd.	3050-47	LINTTROOPER in Texas	801676585	12/3/2012	12/3/2012
Park Environmental Equipment, Ltd.	3050-48	PARK PROCESS	5,048,111	9/17/2015	9/27/2016
Park Environmental	3050-49	THREE-SIDED BOX (Design)	5370127	6/27/2017	1/2/2018

Equipment, Ltd.					
Park Environmental Equipment, Ltd.	3050-52	RAINTROOPER	4,867,297	12/22/2011	12/8/2015
Park Environmental Equipment, Ltd.	3050-54	SLUDGE KING	5,365,740	5/19/2016	12/26/2017
Park Environmental Equipment, Ltd.	3050-58	VENTURIVAC	5,331,717	11/13/2016	11/7/2017
Park Environmental Equipment, Ltd.	3050-59	LABROX	5,587,301	6/6/2017	10/16/2018
Park Environmental Equipment, Ltd.	3050-60	PARK USA AND DESIGN - New Logo	5,380,500	6/27/2017	1/16/2018
Park Environmental Equipment, Ltd.	3050-61	ELEVADER	4,168,096	1/3/2012	7/3/2012
Park Environmental Equipment, Ltd.	3050-62	LABTANK	4,161,426	12/27/2011	6/19/2012
Park Environmental Equipment, Ltd.	3050-64	TREEBASIN	87/856,215	3/29/2018	
Park Environmental Equipment, Ltd.	3050-65	MARSHBASIN	87/856,332	3/29/2018	
Park Environmental Equipment, Ltd.	3050-66	NUTRIBASIN	87/866,951	4/6/2018	
Park Environmental Equipment, Ltd.	3050-67	BIOBASIN	87/866,959	4/6/2018	
Park Environmental Equipment, Ltd.	3050-69	PUMPSPEX	4,235,290	12/22/2011	10/30/2012
Park Environmental Equipment, Ltd.	3050-70	PARKUSA	4,257,081	4/18/2012	9/25/2012

Park Environmental Equipment, Ltd.	3050-71	LINT TROOPER	4,350,022	10/17/2012	6/11/2013
Park Environmental Equipment, Ltd.	3050-72	THE LITTLE TIPPER	5,998,192	1/8/2019	2/25/2020
Park Environmental Equipment, Ltd.	3050-75	HYDRORECYCLE	4,522,406	12/22/2011	4/29/2014
Park Environmental Equipment, Ltd.	3050-76	HYDROGRAVITY	4,451,796	10/6/2011	12/17/2013
Park Environmental Equipment, Ltd.	3050-80	FOAMTROOPER	90/347,276	11/29/2020	
Park Environmental Equipment, Ltd.	3050-0	STORM TROOPER	2,628,121	10/19/2001	10/1/2002
Park Environmental Equipment, Ltd.	3050-0	GREASETROOPER	4,205,045	12/22/2011	9/11/2012
Park Environmental Equipment, Ltd.	3050-0	PUMP TROOPER AND DESIGN	4,190,152	12/22/2011	8/14/2012

* Grantor is in the process of updating the registered owner to Park Environmental Equipment, LLC

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

None.

Trademark Licenses

None.