

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inland Pipe Rehabilitation LLC		03/16/2022	Limited Liability Company: MICHIGAN
Murphy Pipeline Contractors, LLC		03/16/2022	Limited Liability Company: DELAWARE
Liner Products, LLC		03/16/2022	Limited Liability Company: INDIANA
Inliner Technologies, LLC		03/16/2022	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atlantic Park Strategic Capital Fund, L.P., as Second Lien Administrative Agent		
<b>Street Address:</b>	527 Madison Avenue, 25th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3621645	INVERT-A-PIPE	
<b>Registration Number:</b>	3897166		
<b>Registration Number:</b>	3897167	IPR	
<b>Registration Number:</b>	4096768		
<b>Registration Number:</b>	3939181		
<b>Registration Number:</b>	4646843	COMPRESSIONFIT	
<b>Registration Number:</b>	4737627	LP LINER PRODUCTS	
<b>Registration Number:</b>	4894986	INLINER STX REINFORCED UV-CURED LINER	
<b>Registration Number:</b>	4881228	INLINER STX	
<b>Registration Number:</b>	4658734	INLINER TECHNOLOGIES	
<b>Registration Number:</b>	2848918	INSERV	
<b>Registration Number:</b>	2848917	INSEAL	
<b>Registration Number:</b>	2716166	INTECH	

OP \$365.00 3621645

Property Type	Number	Word Mark
Registration Number:	2318214	INLINER

**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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1622782 TM
<b>NAME OF SUBMITTER:</b>	Theresa Volano
<b>SIGNATURE:</b>	/Theresa Volano/
<b>DATE SIGNED:</b>	03/16/2022

**Total Attachments: 6**

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 16, 2022 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ATLANTIC PARK STRATEGIC CAPITAL FUND, L.P.**, as Second Lien Administrative Agent for the Secured Parties (in such capacity, the “**Second Lien Administrative Agent**”) (as defined in the Second Lien Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of March 16, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Second Lien Administrative Agent; and

**WHEREAS**, under the terms of the Second Lien Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Second Lien Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Second Lien Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Second Lien Administrative Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Second Lien Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

**Section 6. Intercreditor Agreement Governs.** Anything herein to the contrary notwithstanding, the payment of the obligations evidenced by this instrument, the liens and security interests securing such obligations, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement dated as of March 16, 2022, (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Monroe Capital Management Advisors, LLC, as First Lien Agent, and Atlantic Park Strategic Capital Fund, L.P., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this instrument, the terms of the Intercreditor Agreement shall govern and control.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor and the Second Lien Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**INLAND PIPE REHABILITATION LLC,**  
as a Grantor

By:   
Name: Robert Muff  
Title: Chief Financial Officer and Secretary

**MURPHY PIPELINE CONTRACTORS, LLC,**  
as a Grantor

By:   
Name: Robert Muff  
Title: Chief Financial Officer and Secretary


**LINER PRODUCTS, LLC,**  
as a Grantor

By:   
Name: Robert Muff  
Title: Chief Financial Officer and Secretary

**INLINER TECHNOLOGIES, LLC,**  
as a Grantor

By:   
Name: Robert Muff  
Title: Chief Financial Officer and Secretary

**ATLANTIC PARK STRATEGIC CAPITAL  
FUND, L.P.**, as Second Lien Administrative  
Agent

By:   
Name: George Fan  
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]