

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED PIPELINE SYSTEMS, INC.		06/13/2022	Corporation:
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A.		
Street Address:	111 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5342158	LINERWATCH	
Registration Number:	5946534	PREFIT	
Registration Number:	6082909	SAFETYLINER	
Registration Number:	4428417	TITE LINER	
Registration Number:	2380842	UNITED	
Registration Number:	2410006	UNITED PIPELINE SYSTEMS	
Registration Number:	6038638	WELDTITE	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	3038927273		
Email:	ip-docketing@dgslaw.com		
Correspondent Name:	Davis Graham & Stubbs LLP		
Address Line 1:	1550 17th Street		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Olivia C. Oh		
SIGNATURE:	/Olivia C. Oh/		
DATE SIGNED:	06/15/2022		

OP \$190.00 5342158

Total Attachments: 11

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of **June 13, 2022** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BMO Harris Bank N.A.** (the “**Bank**”).

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof, between Packsix Corporation, a Delaware corporation, Allied Pipeline Technologies S.A., a Chilean sociedad anónimas, and the Bank (the “**Credit Agreement**”); and

WHEREAS, capitalized terms used but not defined herein shall have the meaning given to them under the Credit Agreement and all terms used which are defined in the Uniform Commercial Code of the State of Colorado as in effect from time to time (“**UCC**”) shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide; and

WHEREAS, reference is made to that certain General Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Bank; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations (as defined in the Security Agreement), granted to the Bank 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 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 Bank agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations (as defined in the Security Agreement), each Grantor hereby grants to the Bank 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 patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all proceeds of the foregoing, including any royalties or income from licenses thereof and any and all payments, claims, damages and proceeds of suit (collectively, the “**Patents**”).

(b) 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 licenses thereof 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 Colorado.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the 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 Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

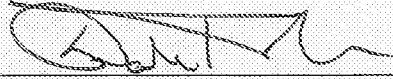
Section 6. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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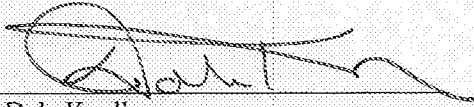
IN WITNESS WHEREOF, each Grantor and the Bank have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTORS

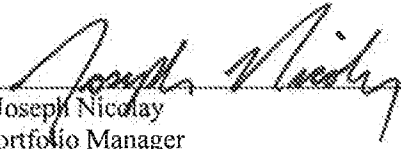
United Pipeline Systems, Inc.,
a Nevada corporation

By: 
Name: Dale Kneller
Title: President

United Pipeline Systems Limited, an Alberta
corporation

By: 
Name: Dale Kneller
Title: President

BMO Harris Bank N.A., a national association

By: 
Name: Joseph Nicolay
Title: Portfolio Manager

SCHEDULE 1 TO
U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

COLLATERAL IDENTIFICATION

Issued Patents and Pending Patent Applications:

Title	Country	Serial #	Filed Date	Patent #	Issue Date	Current Owner
WELDED JOINT FOR LINED PIPE AND COMPONENTS THEREOF	U.S.	12/681,883	4/6/2010	8714597	5/6/2014	UNITED PIPELINE SYSTEMS, INC.
WELDED JOINT FOR LINED PIPE AND COMPONENTS THEREOF	Mexico	MX/A/2009/003781	10/1/2008	311429	7/16/2013	UNITED PIPELINE SYSTEMS, INC.
CONNECTIONS OF LINED PIPE	Argentina	P120102207	6/21/2012	AR087006B1	9/28/2018	UNITED PIPELINE SYSTEMS, INC.
CONNECTIONS OF LINED PIPE	Australia	2012273037	6/20/2012	2012273037	12/15/2016	UNITED PIPELINE SYSTEMS, INC.
CONNECTIONS OF LINED PIPE	Canada	2838735	6/20/2012	2838735	2/13/2018	UNITED PIPELINE SYSTEMS, INC.
CONNECTIONS OF LINED PIPE	Mexico	MX/A/2013/014896	6/20/2012	376745	10/29/2020	UNITED PIPELINE SYSTEMS, INC.
CONNECTIONS OF LINED PIPE	U.S.	14/107,882	12/16/2013	9915383	3/13/2018	UNITED PIPELINE SYSTEMS, INC.
CONNECTIONS OF LINED PIPE	South Africa	2013/09415	6/20/2012	2013/09415	7/25/2018	UNITED PIPELINE SYSTEMS, INC.
CONDUIT BREACH DETECTION SYSTEM	Mexico	MX/a/2010/002151	2/24/2010	337820	3/22/2016	UNITED PIPELINE SYSTEMS, INC.
PIPE LINER AND METHODS AND SYSTEMS OF MAKING AND INSTALLING PIPE LINERS	Canada	3012146 (Patent Application Number)	7/20/2018	N/A	N/A	UNITED PIPELINE SYSTEMS, INC.

Title	Country	Serial #	Filed Date	Patent #	Issue Date	Current Owner
PIPE LINER AND METHODS AND SYSTEMS OF MAKING AND INSTALLING PIPE LINERS	Mexico	MX/A/2019/008628	7/19/2019	N/A	N/A	UNITED PIPELINE SYSTEMS, INC.
SYSTEM AND METHOD FOR INSTALLING PIPE LINERS	U.S.	17/351,575	6/18/2021	N/A	N/A	UNITED PIPELINE SYSTEMS, INC. UNITED PIPELINE DE MEXICO, S.A. DE C.V.
SYSTEM AND METHOD FOR INSTALLING PIPE LINERS	Mexico	MX/A/2021/007549	6/18/2021	N/A	N/A	UNITED PIPELINE SYSTEMS, INC. UNITED PIPELINE DE MEXICO, S.A. DE C.V.
CONNECTIONS OF LINED PIPE	U.S.	17/083,363	10/29/2020	N/A	N/A	UNITED PIPELINE SYSTEMS, INC.

Trademark and service mark registrations and pending applications:

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Algeria	TITE LINER	1316338	20 Nov 2018	1316338	20 Nov 2018	United Pipeline Systems, Inc.
Argentina	LINERWATCH	3551389	14 Oct 2016	2918270	07 Dec 2017	United Pipeline Systems, Inc.
Argentina	TITE LINER	3475830	03 Feb 2016	2845024	25 Oct 2016	United Pipeline Systems Limited
Argentina	UNITED & Logo	2777630	05 Oct 2007	3049860	03 Oct 2008	United Pipeline Systems, Inc.
Argentina	UNITED PIPELINE SYSTEMS	2777629	05 Oct 2007	3048470	03 Oct 2008	United Pipeline Systems, Inc.

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Brazil	SAFETYLINER	911973494	28 Nov 2016	911973494	28 Aug 2018	United Pipeline Systems, Inc.
Brazil	UNITED & Logo	829434550	23 Oct 2007	829434550	17 Nov 2009	United Pipeline Systems, Inc.
Brazil	UNITED PIPELINE SYSTEMS	829434542	23 Oct 2007	829434542	17 Nov 2009	United Pipeline Systems, Inc.
Brazil	WELDTITE	911973435	28 Nov 2016	911973435	28 Aug 2018	United Pipeline Systems, Inc.
Canada	SAFETYLINER	1934831	07 Dec 2018	N/A	N/A	United Pipeline Systems, Inc.
Canada	TITE LINER	0606376	06 May 1988	TMA 377460	21 Dec 1990	United Pipeline Systems, Inc.
Canada	UNITED & Logo	1557240	20 Dec 2011	TMA 846307	14 Mar 2013	United Pipeline Systems, Inc.
Canada	UNITED PIPELINE SYSTEMS	1557144	20 Dec 2011	TMA846170	14 Mar 2013	United Pipeline Systems, Inc.
Canada	WELDTITE	1962313	10 May 2019	N/A	N/A	United Pipeline Systems, Inc.
Chile	LINERWATCH	1225375	12 Oct 2016	1255732	11 Aug 2017	United Pipeline Systems, Inc.
Chile	UNITED	918345	25 Aug 2010	92183	14 Jun 2011	United Pipeline Systems, Inc.
China	UNITED & Logo	9418623	04 May 2011	9418623	14 Jan 2014	United Pipeline Systems, Inc.
China	UNITED PIPELINE SYSTEMS	9418622	04 May 2011	9418622	21 Jan 2014	United Pipeline Systems, Inc.
Colombia	TITE LINER	1316338	12 Aug 2016	1316338	19 Feb 2018	United Pipeline Systems, Inc.

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Colombia	UNITED & Logo	14223529	08 Oct 2014	508372	22 Apr 2015	United Pipeline Systems, Inc.
Ecuador	TITE LINER	IEPI-2016-62135	20 Jul 2016	N/A	N/A	United Pipeline Systems, Inc.
Mexico	PREFIT	2261177	10 Sep 2019	2072964	14 Jan 2020	United Pipeline Systems, Inc.
Mexico	SAFETYLINER	2261171	10 Sep 2019	2072963	14 Jan 2020	United Pipeline Systems, Inc.
Mexico	TITE LINER	1281870	11 Jun 2012	1639988	18 May 2016	United Pipeline Systems, Inc.
Mexico	TITE LINER	938435	04 Jun 2008	1097464	24 Apr 2009	United Pipeline Systems, Inc.
Mexico	WELDTITE	2261172	10 Sep 2019	2088797	27 Feb 2020	United Pipeline Systems, Inc.
Peru	TITE LINER	669419	14 Jul 2016	247929	31 Mar 2017	United Pipeline Systems, Inc.
South Africa	UNITED	2019/01490	18 Jan 2019	2019/01409	04 Mar 2021	United Pipeline Systems, Inc.
United Kingdom	TITE LINER	1316338	20 Nov 2018	1316338	14 Jun 2019	United Pipeline Systems, Inc.
United States	LINERWATCH	87/180,402	22 Sep 2016	5,342,158	21 Nov 2017	United Pipeline Systems, Inc.
United States	PREFIT	88/359,446	27 Mar 2019	5,946,534	24 Dec 2019	United Pipeline Systems, Inc.
United States	SAFETYLINER	88/218,565	05 Dec 2018	6,082,909	23 Jun 2020	United Pipeline Systems, Inc.
United States	TITE LINER	85/871,012	08 Mar 2013	4,428,417	05 Nov 2013	United Pipeline Systems, Inc.
United States	UNITED	75/658,814	12 Mar 1999	2,380,842	29 Aug 2000	United Pipeline Systems, Inc.

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
United States	UNITED PIPELINE SYSTEMS	75/659,064	12 Mar 1999	2,410,006	05 Dec 2000	United Pipeline Systems, Inc.
United States	WELDTITE	88/424,624	10 May 2019	6,038,638	21 Apr 2020	United Pipeline Systems, Inc.
Venezuela	TITE LINER	2016-012072	09 Aug 2016	N/A	N/A	United Pipeline Systems, Inc.
WIPO	TITE LINER	1316338	12 Aug 2016	1316338	12 Aug 2016	United Pipeline Systems, Inc.
WIPO	UNITED	1442022	20 Nov 2018	1442022	20 Nov 2018	United Pipeline Systems, Inc.

Copyright registrations and pending applications: None.

Domain name registrations:

Domain Name	Registration Date	Registrant
safetyliner.com	25-May-2000	United Pipeline Systems, Inc.
safetylinersystems.com	08-Feb-2009	United Pipeline Systems, Inc.
titeliner.com	04-Jul-1996	United Pipeline Systems, Inc.
titeliner.info	12-Sep-2001	United Pipeline Systems, Inc.
titeliner.us	08-Jul-2003	United Pipeline Systems, Inc.
unitedargentina.com.ar	03-Jan-2017	United Pipeline Systems, Inc.
unitedchile.cl	11-Mar-2009	United Sistema de Tuberias Ltda.
unitedlining.com	08-Jul-2013	United Pipeline Systems, Inc.
unitedpipeline-sa.com	05-Nov-2013	United Pipeline Systems, Inc.

Domain Name	Registration Date	Registrant
unitedpipeline.biz	07-Nov-2001	United Pipeline Systems, Inc.
unitedpipeline.ca	04-Jun-2008	United Pipeline Systems, Inc.
unitedpipeline.cl	11-Feb-2014	United Pipeline Systems, Inc.
unitedpipeline.cn	03-Jun-2008	United Pipeline Systems, Inc.
unitedpipeline.co	19-Jan-2016	United Pipeline Systems, Inc.
unitedpipeline.com	22-Jun-1997	United Pipeline Systems, Inc.
unitedpipeline.com.ar	25-Oct-2013	United Pipeline Systems, Inc.
unitedpipeline.com.mx	21-Oct-2005	United Pipeline Systems, Inc.
unitedpipeline.ec	19-Jan-2016	United Pipeline Systems, Inc.
unitedpipeline.info	12-Sep-2001	United Pipeline Systems, Inc.
unitedpipeline.pe	19-Jan-2016	United Pipeline Systems, Inc.
unitedpipeline.us	08-Jul-2003	United Pipeline Systems, Inc.
Appliedpipelinetechnologies.com	unknown	Canyon Construction Company
Aptecusa.com	unknown	Canyon Construction Company
Aptec.cl	unknown	Canyon Construction Company