

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM828232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCUMARK, INC.		07/31/2023	Corporation: VIRGINIA
NATIONAL UNDERGROUND GROUP, INC.		07/31/2023	Corporation: DELAWARE
PIPE VISION, LLC		07/31/2023	Limited Liability Company: VIRGINIA
TRI-STATE UTILITIES LLC		07/31/2023	Limited Liability Company: VIRGINIA
PRO-PIPE, INC.	FORMERLY HOFFMAN SOUTHWEST CORP.	07/31/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ORIX CORPORATE CAPITAL INC., as collateral agent		
Street Address:	280 Park Avenue, 40 West		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5748224	ACCUMARK SUBSURFACE UTILITY SERVICES PRO	
Registration Number:	6768844	NU NATIONAL UNDERGROUND GROUP	
Registration Number:	5451691	PIPEVISION	
Registration Number:	3453332	TRI STATE UTILITIES	
Registration Number:	5369310	BIO-ROOTER	
Registration Number:	2287346	PRO PIPE PROFESSIONAL PIPE SERVICES	
Registration Number:	6222069	PRO-PIPE	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	212-521-5400		
Email:	ipdocket-chi@reedsmith.com		

OP \$190.00 5748224

Correspondent Name:	Emily C. Kimball
Address Line 1:	599 Lexington Avenue
Address Line 2:	Reed Smith LLP
Address Line 4:	New York, NEW YORK 10022-7650

NAME OF SUBMITTER:	Emily C. Kimball
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SIGNATURE:	/Emily C. Kimball/
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DATE SIGNED:	07/31/2023
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Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST** (this “**Agreement**”) is made as of July 31, 2023 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ORIX CORPORATE CAPITAL INC.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of July 31, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral 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 in the 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; and

WHEREAS, the Grantors own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below).

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

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral 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, and foreign 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 A** 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 licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademark Collateral**”).

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.

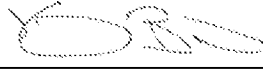
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, 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 Pledge and 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 Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Trademark Security Interest are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Grant of Trademark Security Interest to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ACCUMARK, INC.,
as a Grantor

By: 
Name: Kenneth Biele
Title: President and Chief Executive Officer

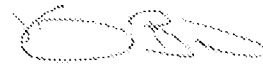
NATIONAL UNDERGROUND GROUP, INC.,
as a Grantor

By: 
Name: Kenneth Biele
Title: President and Chief Executive Officer

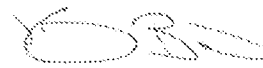
PIPE VISION, LLC,
as a Grantor

By: 
Name: Kenneth Biele
Title: President and Chief Executive Officer

TRI-STATE UTILITIES LLC,
as a Grantor

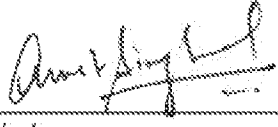
By: 
Name: Kenneth Biele
Title: President and Chief Executive Officer

PRO-PIPE, INC.,
as a Grantor

By: 
Name: Kenneth Biele
Title: President and Chief Executive Officer

Grant of Trademark Security Interest

ORIX CORPORATE CAPITAL INC., as
Collateral Agent

By:  _____

Name: Amit Singhal


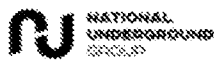
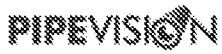


Title: Managing Director

SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark Applications:


Grantor	Trademark	Filing Date	Status	Serial No.
None.				

Trademark Registrations:

Grantor	Trademark	Registration Date	Status	Reg. No.
Accumark, Inc.		May 14, 2019	Registered	5,748,224
National Underground Group, Inc.		June 21, 2022	Registered	6,768,844
Pipe Vision, LLC		April 24, 2018	Registered	5,451,691
Tri-State Utilities LLC		June 24, 2008	Registered	3,453,332
Pro-Pipe, Inc. (f/k/a Hoffman Southwest Corp.) ¹		January 2, 2018	Registered	5,369,310

¹ **Note:** Hoffman Southwest Corp. changed its name to Pro-Pipe, Inc., however, the name change has not yet been recorded with the USPTO.

Grant of Trademark Security Interest

Grantor	Trademark	Registration Date	Status	Reg. No.
Pro-Pipe, Inc. (f/k/a Hoffman Southwest Corp.) ²		October 19, 1999	Registered	2,287,346
Pro-Pipe, Inc. (f/k/a Hoffman Southwest Corp.) ³	PRO-PIPE	December 15, 2020	Registered	6,222,069

² **Note:** Hoffman Southwest Corp. changed its name to Pro-Pipe, Inc., however, the name change has not yet been recorded with the USPTO.

³ **Note:** Hoffman Southwest Corp. changed its name to Pro-Pipe, Inc., however, the name change has not yet been recorded with the USPTO.