

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL PIPE & PLASTICS, INC.		02/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MANUFACTURERS AND TRADERS TRUST COMPANY
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2521520	NATIONAL PIPE & PLASTICS INC.
Registration Number:	2521521	NATIONAL PIPE & PLASTICS
Registration Number:	2547772	EVER-GREEN
Registration Number:	2567826	THERMO-MAX
Registration Number:	2542090	DURA-BLUE
Registration Number:	2684077	DUCT-WAY
Registration Number:	2585946	PLUMB-RITE
Registration Number:	3071294	WIRE-GARD
Registration Number:	2542850	NATIONAL
Registration Number:	2894239	CORR-GARD

CORRESPONDENCE DATA

Fax Number: (607)256-3628

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$265.00 2521520

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ATTORNEY DOCKET NUMBER:	C&G - M&T FILING
NAME OF SUBMITTER:	Michael F. Brown
Signature:	/mfb #29619/
Date:	02/28/2008

**Total Attachments: 4**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

WHEREAS, NATIONAL PIPE & PLASTICS, INC., a Delaware corporation, having its chief executive office at 3421 Old Vestal Road, Vestal, New York 13850 ("Grantor") and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, having its chief executive office at One M&T Plaza, Buffalo, New York 14240 ("Lender") are entering into a certain Revolving Credit Agreement and a certain Credit Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreements"), and Grantor will be executing and delivering to Lender certain Notes (as amended, supplemented or otherwise modified from time to time, the "Notes") pursuant to which Lender has agreed to make certain Loans (as such term are defined in the Credit Agreements and Notes) to Grantor on terms set forth therein;

WHEREAS, pursuant to the terms of the General Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") between Grantor and the Lender, Grantor has assigned and granted to Lender, as Secured Party thereunder, for Lender's benefit a security interest in substantially all the assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the respective goodwill associated with each, and all proceeds thereof, to secure the payment of the Loans; and

WHEREAS, Grantor owns the Trademarks, Trademark registrations and Trademark applications, and is a party to the Trademark Licenses, listed on Schedule 1 annexed hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grantor hereby assigns and conveys to Lender a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) (i) all registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans and other source or business identifiers, and the related goodwill throughout the world and general intangibles associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including without limitation those set forth on Schedule 1 hereto, and (ii) all renewals thereof (each a "Trademark" and collectively "Trademarks");

(b) any and all agreements, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including without limitation those set forth on Schedule 1 hereto, but excluding any such agreement that prohibits the granting of a security

interest therein, provided that the Grantor shall use its best efforts to obtain consent to the assignment of any such agreement (each a "Trademark License" and collectively "Trademark Licenses"); and

(c) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration, or (ii) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

2. Lender hereby accepts and receives a continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral. The rights assigned and conveyed, in an event of default only, hereby shall include, but shall not be limited to, all rights to use, copy, modify and exploit Trademark Collateral; the right to exclude others from using Trademark Collateral; the right to license, assign, convey, and pledge Trademark Collateral to others; the right to sue others and to collect damages for past, present and future infringements of Trademark Collateral; the right to create derivatives of Trademark Collateral and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect trademark rights in Trademark Collateral.

3. This collateral assignment and grant of security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and 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.

4. Grantor represents, warrants, and agrees that (i) Schedule 1 accurately lists all Trademarks owned or controlled by Grantor as of the date hereof; (ii) if after the date hereof, Grantor owns or controls any Trademarks not listed on Schedule 1, or if Schedule 1 ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall promptly provide written notice to the Lender with a replacement Schedule 1, which upon acceptance by Lender shall become part of this Agreement; (iii) Grantor has absolute title to each Trademark listed on Schedule A, free and clear of all liens, except for Permitted Liens as defined in the Credit Agreements; (iv) Grantor will have, at the time the Grantor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all liens, except for Permitted Liens as defined in the Credit Agreements; (v) Grantor will keep all Trademarks free and clear of all other liens; and (vi) Grantor will not assign, transfer, encumber, or otherwise dispose of the Trademarks, or any interest therein, without the Lender's prior written consent.



Schedule 1

United States Issued Trademarks, Service Marks and Collective Membership Marks:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
National Pipe & Plastics, Inc.	R2521520	December 25, 2001
National Pipe & Plastics	R2521521	December 25, 2001
Ever-Green	R2547772	March 12, 2002
Thermo-Max	R2567826	May 7, 2002
Dura-Blue	R2542090	February 26, 2002
Duct-Way	R2684077	February 4, 2003
Plumb-Rite	R2585946	June 25, 2002
Wire-Gard	R3071294	March 21, 2006
National	R2542850	February 26, 2002
Corr-Gard	R2894239	October 19, 2004

Canadian Issued Trademarks, Service Marks, and Collective Membership Marks:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
National Pipe & Plastics, Inc.	TMA575705	February 14, 2003
Dura-Blue	TMA588940	September 5, 2003
Ever-Green	TMA569868	October 29, 2002
National Pipe & Plastics	TMA575712	February 14, 2003
Thermo-Max	TMA571540	December 2, 2002