

## 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
U.S. COMPOSITE PIPE SOUTH, L.L.C.		07/31/2013	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A.		
Street Address:	12070 Telegraph Road		
Internal Address:	Suite 324		
City:	Santa Fe Springs		
State/Country:	CALIFORNIA		
Postal Code:	90670		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85733380	FLOW-CRETE	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 268-7000		
Email:	LHumphreys@mofo.com, ksamia@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	07933-557		
NAME OF SUBMITTER:	Lynn M. Humphreys		
Signature:	/LMH/		

CH \$40.00 85733380

Date:

08/02/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2013, is entered into between U.S. Composite Pipe South, L.L.C., a Louisiana limited liability company ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

### RECITALS

A. Grantor, KTI, Incorporated, a California corporation, Conroe Pipe, Inc., a Texas corporation, Johnson County Pipe, Inc., a Texas corporation, Palmdale Reinforced Concrete Pipe, Inc., a California corporation, Pipeline Carriers, Inc., a California corporation, T & T Rock Distribution, LLC, a Texas limited liability company, U.S. Composite Pipe, Inc., a Texas corporation (collectively, the "Borrowers"), and the Lender have entered into that certain Credit Agreement, dated as of even date herewith (as amended, modified, renewed or extended from time to time, the "Credit Agreement") (all capitalized terms used in this Agreement and not otherwise defined herein having the meanings assigned to them in the Credit Agreement or that certain Security Agreement, dated as of even date herewith, among the Borrowers and the Lender (as amended, modified, renewed or extended from time to time, the "Security Agreement"), as applicable);

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Lender;

C. It is a condition precedent under the Credit Agreement that Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below.

NOW THEREFORE, the parties hereto mutually agree as follows:

### 1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Secured Obligations, including interest that accrues after the commencement by or against Grantor of any insolvency proceeding naming such Person as the debtor in such proceeding, and without limiting any other security interest Grantor has granted to Lender, Grantor hereby grants, assigns, and conveys to Lender a security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and

extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(v) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(vi) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

## **2. AFTER-ACQUIRED TRADEMARK RIGHTS.**

If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 2, Grantor authorizes Lender to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A.

## **3. GENERAL PROVISIONS.**

3.1 Rights Under Security Agreement. This Agreement has been granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any of its rights or obligations hereunder, without the prior written consent of Lender, except as specifically permitted by the Credit Agreement or the Security Agreement.

3.3 Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement between Grantor and the Lender with respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof.

3.4 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender

greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Security Agreement.

3.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

3.6 Severability of Provisions. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**GRANTOR:**

**U.S. COMPOSITE PIPE SOUTH, L.L.C.**, a Louisiana  
limited liability company

By:

Name: Kenneth D. Thompson  
Title: Managing Member

**LENDER:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Mike Fumalser*  
*Mike Fumalser*  
*Vice President*

**Exhibit A**

<b>Owner</b>	<b>Trademark Name</b>	<b>Serial Number</b>	<b>Filing Date</b>
U.S. COMPOSITE PIPE SOUTH, L.L.C.	FLOW-CRETE	85733380	9-19-12