

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM387844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inland Pipe Rehabilitation LLC		06/14/2016	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 W. Monroe St., 20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4096768		
Registration Number:	3939181		
Registration Number:	3897167	IPR	
Registration Number:	3897166		
Registration Number:	3621645	INVERT-A-PIPE	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.204		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	06/14/2016		

OP \$140.00 4096768

Total Attachments: 5

source=GKLIB-#7851215-v3-BMO_Inland_Pipe_2_-_Trademark_Security_Agreement#page1.tif

source=GKLIB-#7851215-v3-BMO_Inland_Pipe_2_-_Trademark_Security_Agreement#page2.tif

source=GKLIB-#7851215-v3-BMO_Inland_Pipe_2_-_Trademark_Security_Agreement#page3.tif

source=GKLIB-#7851215-v3-BMO_Inland_Pipe_2_-_Trademark_Security_Agreement#page4.tif

source=GKLIB-#7851215-v3-BMO_Inland_Pipe_2_-_Trademark_Security_Agreement#page5.tif

TRADEMARK COLLATERAL AGREEMENT

This 14th day of June, 2016, INLAND PIPE REHABILITATION LLC, a Michigan limited liability company ("Debtor"), with its principal place of business and mailing address at 2002 Timberloch Place, Suite 550, The Woodlands, Texas 77380, grants BMO HARRIS BANK N.A. ("BMO") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "Agent"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "Security Agreement").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications").

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INLAND PIPE REHABILITATION LLC

By: Robert Steinberg
Name: Rob Steinberg
Title: Chief Executive Officer

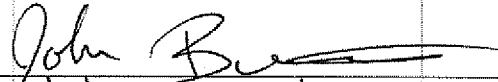
Accepted and agreed to by:

BMO HARRIS BANK N.A., as Administrative Agent

By:

Name:

Its:



John Buchta

Vice President

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATION

<u>MARK</u>	<u>App./Reg. No.</u>	<u>Serial Number</u>	<u>App./Registration Date</u>
None (design only)	85055067	4096768	02/07/12
None (design only)	3939181	85055069	03/29/11
IPR	3897167	85035302	12/28/10
None (design only)	3897166	85035299	12/28/10
Invert-A-Pipe	3621645	77418506	05/19/09

TRADEMARK APPLICATIONS

None.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARK LICENSES**

None.