

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foley Products Company, LLC		12/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4775383	FOLEY PRODUCTS COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Sydney Crute		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1111002 â#" 0302-CZ49		
NAME OF SUBMITTER:	Sydney Crute		
SIGNATURE:	/Sydney Crute/		
DATE SIGNED:	12/29/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

WHEREAS, FOLEY PRODUCTS COMPANY, LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”) owns, the Trademark Collateral (as defined below);

WHEREAS, Foley Products Company, LLC, a Delaware limited liability company (the “**Initial Borrower**”), FPC Holdco, LLC, a Delaware limited liability company, the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of December 29, 2021 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of December 29, 2021, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Initial Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrowers’ expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

Each of Section 10.10 (*Counterparts*), Section 10.14 (*Governing Law, Jurisdiction, Service of Process*) and Section 10.15 (*Waiver of Right to Trial by Jury*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29th day of December, 2021.

FOLEY PRODUCTS COMPANY, LLC

By: _____

Name: Frank D. Foley, III

Title: President

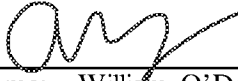
[Signature Page to Trademark Security Agreement]

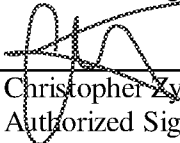
**TRADEMARK
REEL: 007544 FRAME: 0881**

Acknowledged:

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH**

as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory


By: 
Name: Christopher Zybrick
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

FOLEY PRODUCTS COMPANY, LLC

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. Number	Reg. Date	Goods and Services
	4775383	July 21, 2015	IC 019. Concrete pipes; concrete box culverts; concrete arch pipe; precast concrete drainage structures, namely, trench drains, storm and sewer manholes; precast concrete manholes, catch basins and drainage boxes; precast concrete communications and electrical boxes.