

Form PTO-1595 (Rev. 10/02)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): North American Pipe Corporation Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Bank of America, N.A. Internal Address: Street Address: 55 S. Lake Avenue, Suite 900 City: Pasadena State: CA Zip: 91101 Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 07/31/2003

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 5,725,201; 5,904,343; 5,758,467 Additional numbers attached? [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Priscilla Ferguson Internal Address: Haynes and Boone, LLP Street Address: 901 Main Street, Suite 3100 City: Dallas State: TX Zip: 75202

6. Total number of applications and patents involved: 3 7. Total fee (37 CFR 3.41) \$ 120.00 [ ] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 08-1394

DO NOT USE THIS SPACE

9. Signature. Priscilla L. Ferguson, Reg. No. 42,531 Name of Person Signing [Signature] Signature 08/05/03 Date Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment, Commissioner of Patent, P.O. Box 1450 Alexandria, VA 22313-1450

CH \$120.00 081394 5725201

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Patent Security Agreement*"), dated as of July 31, 2003, is made by the undersigned ("*Grantor*") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (defined below).

### RECITALS

A. Pursuant to that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries (collectively, "*Borrowers*"), Agent, and certain lenders ("*Lenders*") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and issue Letters of Credit on behalf of Borrowers;

B. That certain Security Agreement, dated as of the date hereof, executed by Grantor in favor of Agent (including all annexes, exhibits, or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Security Agreement*"), is integral to the transactions contemplated by the Loan Documents, and its execution and delivery is a condition precedent to Lenders' obligations to extend credit under the Loan Documents;

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (*except* for Permitted Liens) in all right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Patent Collateral*"):

(a) all of its patents, patent applications (and patents issuing therefrom), patent licenses to which it is a party, and patentable inventions, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, or any other patent or patent application claiming priority to, or having common priority with, the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties

for past, present, or future infringement of any patent or any patent licensed under any patent license.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent 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. This Patent Security Agreement is subject to the applicable provisions of *Section 25* of the Security Agreement, including, without limitation, the provisions relating to GOVERNING LAW, CHOICE OF FORUM, AND SERVICE OF PROCESS, all of which are incorporated into this Patent Security Agreement by reference the same as if set forth in this Patent Security Agreement verbatim.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]**

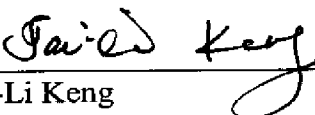
Signature Page to that certain Patent Security Agreement dated as of July 31, 2003, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

EXECUTED to be effective as to the Closing Date.

Grantor's Address:

2801 Post Oak Boulevard  
Houston, Texas 77056  
Attention: Treasurer  
Facsimile No.: 713.960.9420

NORTH AMERICAN PIPE CORPORATION,  
as Grantor, a Delaware corporation

By:   
\_\_\_\_\_  
Tai-Li Keng  
Vice President

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

**Patents Assigned by North American Pipe Corporation**

<b>Title</b>	<b>Country</b>	<b>Serial/Patent Number</b>	<b>Filing/Priority Date</b>	<b>Issue Date</b>	<b>Status</b>
ADJUSTABLE WIDTH PANEL ASSEMBLY	Canada	2,166,587	12/11/1995 PD	2/22/2000	Maintained
ADJUSTABLE WIDTH PANEL ASSEMBLY	Mexico	196,447	12/11/1995 PD	5/15/2000	Maintained
ADJUSTABLE WIDTH PANEL ASSEMBLY	United States	5,725,201	12/11/1995	3/10/1998	Maintained
ADJUSTABLE WIDTH PANEL ASSEMBLY	United States	5,904,343	8/13/1997 12/11/1995 PD	5/18/1999	Maintained
INTER-CONNECTABLE, MODULAR DECK MEMBER	United States	5,758,467	12/13/1996	6/2/1998	Maintained

HOU01:791467.1

RECORDED: 08/05/2003

**PATENT**  
REEL: 013845 FRAME: 0990