

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4630989

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT RECORDED AT REEL 041225/FRAME 0793
<b>RESUBMIT DOCUMENT ID:</b>	504484221
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BANK OF AMERICA, N.A.	07/31/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FORTERRA PRESSURE PIPE, INC. (FORMERLY HANSON PRESSURE PIPE, INC. AND PRICE BROTHERS COMPANY)
<b>Street Address:</b>	511 E. JOHN CARPENTER FREEWAY
<b>City:</b>	IRVING
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75062
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7118137
<b>Patent Number:</b>	7429323
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)475-4754
<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>	
<b>Phone:</b>	949-451-3800
<b>Email:</b>	skann@gibsondunn.com
<b>Correspondent Name:</b>	STEPHANIE KANN
<b>Address Line 1:</b>	3161 MICHELSON DRIVE
<b>Address Line 2:</b>	GIBSON, DUNN & CRUTCHER LLP
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92612
<b>ATTORNEY DOCKET NUMBER:</b>	42473-00002
<b>NAME OF SUBMITTER:</b>	STEPHANIE KANN
<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	10/06/2017
<b>Total Attachments: 5</b>	
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## **PARTIAL RELEASE OF ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Partial Release of ABL Intellectual Property Security Agreement (this "Partial Release") is made as of July 31, 2017, by Bank of America, N.A., a national banking association, in its capacity as administrative agent and collateral agent (together with its successors in such capacity, the "Secured Party") for the benefit of Forterra Pressure Pipe, Inc., an Ohio corporation (f/k/a Hanson Pressure Pipe, Inc. and Price Brothers Company) (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the IP Security Agreement.

### **W I T N E S S E T H:**

WHEREAS, reference is made to that certain (i) ABL Credit Agreement, dated as of October 25, 2016, in favor of the Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"); (ii) ABL US Guarantee and Collateral Agreement, dated as of October 25, 2016 in favor of the Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Guarantee and Collateral Agreement"); and (iii) ABL Intellectual Property Security Agreement, dated as of October 25, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "IP Security Agreement") pursuant to which the Grantor has granted to the Secured Party for its benefit and the benefit of various other financial institutions, a security interest in the certain intellectual property set forth on Schedules 1 and 2 hereto (the "IP") and the goodwill of the business symbolized by such IP, and the registrations and applications therefor (together with the IP, the "Released IP Collateral");

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on December 30, 2016 at Reel 5956 and Frame 0136 for trademarks and on December 30, 2016 at Reel 041225 and Frame 0793 for patents; and

WHEREAS, Grantor has requested that the Secured Party release, and the Secured Party is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Released IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the IP Security Agreement to the Released IP Collateral and any right, title or interest of the Secured Party in such Released IP Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in the Released IP Collateral to the Grantor.

2. To the extent the Secured Party shall be deemed to have any right, title or interest in or to the Released IP Collateral, the Secured Party hereby reassigns, retransfers and reconveys,

without representation or warranty, any and all such right, title or interest of the Secured Party in such Released IP Collateral to the Debtor.

3. This Partial Release is applicable only and solely with respect to the Released IP Collateral and to no other collateral arising under the Security Agreement (the “Retained Collateral”). The Secured Party retains all security interests, liens, rights, titles and interests pledged and granted to the Secured Party under the Security Agreement with respect to all such Retained Collateral, and the Secured Party’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof.

4. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Debtor’s sole cost and expense, as may be reasonably necessary to affect the release of the Released IP Collateral contemplated hereby.

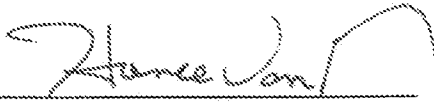
5. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

6. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of ABL Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

**BANK OF AMERICA, N.A., as Administrative Agent**

By: 

Name:

Title: Hance VanBeber  
Sr. Vice President

[SIGNATURE PAGE TO PARTIAL RELEASE OF ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**PATENT**  
**REEL: 043860 FRAME: 0691**

## PATENTS

United States Patents:

<b><u>Title</u></b>	<b><u>Patent No.</u></b>
Testable Pipe Joint	7,118,137
Water Treatment System and Pressure Pipe Therefor	7,429,323

TRADEMARK

United States Trademark:

<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial Number</u>
Snap Ring	1,637,384	March 12, 1991	73828757