

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7010773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PARK ENVIRONMENTAL EQUIPMENT, LLC	10/22/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1300 SW 5TH AVENUE, 10TH FLOOR
<b>City:</b>	PORTLAND
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97201
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10040006
Patent Number:	7780855
Patent Number:	9912047
Patent Number:	9963358
Application Number:	17328390
Application Number:	17231146
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	617-523-2700
<b>Email:</b>	susan.dinicola@hklaw.com,kyle.turnbull@hklaw.com
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP
<b>Address Line 1:</b>	10 ST. JAMES AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116
<b>ATTORNEY DOCKET NUMBER:</b>	580120.01489
<b>NAME OF SUBMITTER:</b>	SUSAN C. DINICOLA
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	11/07/2021
<b>Total Attachments: 8</b>	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 22nd day of October, 2021, by and among the Grantor listed on the signature pages hereof (“Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as Administrative Agent for itself, as Lender, and the other Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 30, 2021, as amended by that certain Incremental Amendment of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Northwest Pipe Company, NWPC, LLC, Geneva Pipe and Precast Company and Park Environmental Equipment, LLC, as borrowers (collectively, “Borrowers”, and each a “Borrower”), Wells Fargo Bank, National Association, as lender (“Administrative Agent”), and the Lenders from time to time party thereto, Administrative Agent and the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Administrative Agent and the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of itself, as Lender, and the other Lenders, that certain Guaranty and Security Agreement, dated as of June 30, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of itself, as Administrative Agent, and the 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 hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of itself, as Lender, and each of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent and the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any Debtor Relief Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of itself, as Lender, and the other Lenders, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND

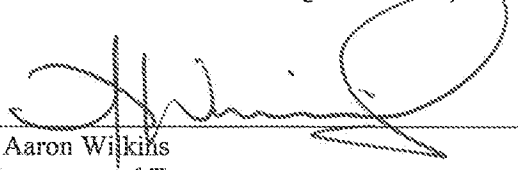
JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

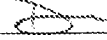
**PARK ENVIRONMENTAL EQUIPMENT, LLC**

By:   
Name: Aaron Wilkins  
Title: Secretary and Treasurer

[Signature Page to Patent Security Agreement]

**ADMINISTRATIVE AGENT  
AND LENDER:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association, in its capacity as  
Administrative Agent, Swingline Lender, Issuing  
Lender and Lender

By:  \_\_\_\_\_  
Name: Dawn Mace Moore  
Title: Senior Vice President

{Signature Page to Incremental Amendment}

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

Patents

**UNITED STATES PATENTS:**

Registrations:

<b>Owner*</b>	<b>PATENT NO.</b>	<b>DATE OF PATENT</b>	<b>DESCRIPTION</b>	<b>INVENTOR / APPLICANT</b>
Park Environmental Equipment, Ltd.	US 10,040,006 B2	8/7/2018	Bag filter apparatus for filtering fluids	<u>Applicant and Assignee:</u> Park Teq, LLC <u>Inventors:</u> Christopher Nolan Eberly, Chappell Hill, TX (US); Tim Brashear, Cypress, TX (US)
Park Environmental Equipment, Ltd.	US 7,780,855 B2**	8/24/2010	Method for pre-engineering a system for environmental control of storm water	<u>Inventor:</u> Christopher N. Eberly, 10353 Eberly Ranch Rd., Chappell Hill, TX (US) 77426
Park Environmental Equipment, Ltd.	US 9,912,047 B2	3/6/2018	Flush-mounted antenna cover	<u>Applicant and Assignee:</u> Park Teq, LLC <u>Inventors:</u> Chad W. Eberly, Chappell Hill, TX (US); George W. Eberly, III, Houston, TX (US); Christopher R. Howerton, Houston, TX (US); Andreas H. Vu, Houston, TX (US)
Park Environmental Equipment, Ltd.	US 9,963,358 B2	5/8/2018	Oil stop valve assembly	<u>Applicant and Assignee:</u> Park Teq, LLC <u>Inventors:</u> Christopher Nolan Eberly, Chappell Hill, TX (US); Saul Jimenez Rocha, Houston, TX (US)

\*Grantor is in the process of updating the registered owner to Park Environmental Equipment, LLC



Applications:

<b>Owner*</b>	<b>Application No.</b>	<b>Title</b>
Park Environmental Equipment, Ltd.	17/328,390	Aqueous firefighting foam wastewater management system
Park Environmental Equipment, Ltd.	17/231,146	Sludge dewatering system

\*Grantor is in the process of updating the registered owner to Park Environmental Equipment, LLC

**Patent Licenses**

None.