

Form PTO-1594 (Rev. 01-09)  
 OMB Collection 0851-0027 (exp. 02/28/2009)

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

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

North American Pipe Corporation

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 55 S. Lake Avenue, Suite 900

City: Pasadena

State: CA

Country: USA Zip: 91101

Association      Citizenship United States

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship \_\_\_\_\_

Other: \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) June 3, 2009

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,630,844      2,760,619  
2,597,635

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

HUG-TITE      PURE-BLUE  
FREEDOM-FLO

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gavin George

Internal Address: Haynes and Boone, LLP

Street Address: 2323 Victory Avenue, Suite 700

City: Dallas

State: TX Zip: 75219

Phone Number: (214) 651-5000

Fax Number: (214) 200-0853

Email Address: lpdocketing@haynesboone.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Gavin George*  
 Signature

8/21/09  
 Date

Gavin George  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

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TO: GAVIN GEORGE COMPANY: HAYNES AND BOONE, LLP

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.107/28/2009  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name		Formerly	
NORTH AMERICAN PIPE CORPORATION			
Execution Date		Entity Type	
06/03/2009		CORPORATION: DELAWARE	
RECEIVING PARTY DATA			
Name:		BANK OF AMERICA, N.A.	
Street Address:		55 S. Lake Avenue	
Internal Address:		Suite 800	
City:		Pasadena	
State/Country:		CALIFORNIA	
Postal Code:		91101	
Entity Type:		National Association:	
PROPERTY NUMBERS Total: 3			
Property Type		Number	
Registration Number:		2630844	
HUG-TITE			
Registration Number:		2587635	
FREEDOM-FLO			
Registration Number:		2760819	
PURE-BLUE			
CORRESPONDENCE DATA			
Fax Number:		(214)200-0853	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		(214) 651-6148	
Email:		april.reasoner@haynesboone.com	
Correspondent Name:		Gavin George	
Address Line 1:		Haynes and Boone, LLP	
Address Line 2:		2323 Victory Avenue, Suite 700	
Address Line 4:		Dallas, TEXAS 75219	
ATTORNEY DOCKET NUMBER:		17907.648	

TRADEMARK  
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FAX SERVER

TO: GAVIN GEORGE COMPANY; HAYNES AND BOONE, LLP

<b>NAME OF SUBMITTER:</b>	Gavin George
<b>Signature:</b>	/Gavin George/
<b>Date:</b>	07/28/2009
<b>Total Attachments: 3</b> source=TM Security Agreement#page1.tif source=TM Security Agreement#page2.tif source=TM Security Agreement#page3.tif	

TO: GAVIN GEORGE COMPANY: HAYNES AND BOONE, LLP

**AMENDMENT No. 2**

**TO**

**TRADEMARK SECURITY AGREEMENT**

This AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2009 (the "Amendment"), is made by the undersigned ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (as defined below).

**RECITALS**

A. Reference is made 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");

B. In connection with the Credit Agreement, Grantor has executed that certain Security Agreement dated as of July 31, 2003, in favor of Agent (including all exhibits, annexes, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement");

C. Pursuant to the Security Agreement, Grantor has executed that certain Trademark Security Agreement dated as of July 31, 2003, in favor of Agent (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Trademark Security Agreement"), pursuant to which Grantor granted a security interest to Agent in all of its right, title and interest in all of its existing and after-acquired trademarks and trademark applications;

D. Reference is also made to that that certain Amended and Restated Credit Agreement dated as September 8, 2008, by Borrowers, Agent, and Lenders (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Amended and Restated Credit Agreement");

E. In connection with the Restated Credit Agreement, Grantor has executed that certain Amended and Restated Security Agreement dated as September 8, 2008, in favor of Agent (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Amended and Restated Security Agreement");

F. Subsequent to the delivery of the Trademark Security Agreement, Grantor obtained certain additional trademarks registered with the United States Patent and Trademark Office, in which Grantor has granted a security interest to Agent pursuant to the Trademark Security Agreement; and

G. Pursuant to the Amended and Restated Security Agreement, Grantor is amending *Schedule I* to the Trademark Security Agreement to reflect Agent's security interest in such additional trademarks.

Amendment No. 2 to NAPC  
Trademark Security Agreement

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TO: GAVIN GEORGE COMPANY: HAYNES AND BOONE, LLP

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, the parties agree 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 Amended and Restated Credit Agreement.
2. **AMENDMENT TO TRADEMARK SECURITY AGREEMENT.** Grantor hereby amends *Schedule I* to the Trademark Security Agreement by adding the following thereto:

**Trademarks and Service Marks Registered by Grantor**

Mark	Reg. No.	Reg. Date
HUG-BITE	2,630,844	10/8/2002
FREEDOM-FLO	2,597,635	7/23/2002
PURE-BLUE	2,760,619	9/9/2003

3. **CONFIRMATION.** Grantor hereby confirms (a) the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers, and privileges existing by virtue of the Amended and Restated Credit Agreement, the Amended and Restated Security Agreement, the Trademark Security Agreement, and other Loan Documents, and (b) that the liens and security interests in the Collateral created under the Amended and Restated Security Agreement and the Trademark Security Agreement secure, among other indebtedness, the Obligations and all modifications, amendments, renewals, extensions, and restatements thereof.

4. **ENTIRE AGREEMENT.** Except as amended hereby, the Trademark Security Agreement will remain in full force and effect.

5. **REFERENCE TO MISCELLANEOUS PROVISIONS.** This Amendment is one of the "Loan Documents" referred to in the Amended and Restated Credit Agreement, and all provisions relating to Loan Documents set forth in *Section 13* of the Amended and Restated Credit Agreement are incorporated herein by reference, the same as if set forth herein verbatim.

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

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TO: GAVIN GEORGE COMPANY: HAYNES AND BOONE, LLP

Signature Page to Amendment No. 2 to Trademark Security Agreement dated as of June 3, 2009, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

Grantor's Address:

NORTH AMERICAN PIPE CORPORATION,  
as Grantor, a Delaware corporation

2801 Post Oak Boulevard  
Suite 600  
Houston, Texas 77056  
Facsimile: 713.960.9420  
Attention: Treasurer

By:  T/28/09  
Wayne D. Morse  
President

Signature Page to Amendment No. 2  
to NAPC Trademark Security Agreement