

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Specialty Products LLC		06/07/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	55 S. Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4075377	CERTAFORM
Registration Number:	4146376	CERTA-LOK
Registration Number:	4146379	CERTA LOK
Registration Number:	2166926	FORMADRAIN
Registration Number:	1862516	FORM-A-DRAIN
Registration Number:	2799420	KWIK-SET
Registration Number:	3782202	T-ROC
Serial Number:	85727942	CERTAFRAME
Serial Number:	85860247	CERTA-SET
Serial Number:	85844950	CERTA SET
Serial Number:	85894393	QUADRASHIELD
Serial Number:	85829013	STRAIGHTSHOT
Serial Number:	85756047	

OP \$340.00 4075377

**CORRESPONDENCE DATA**

Fax Number: 2142000853

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2146515000

Email: ipdocketing@haynesboone.com

Correspondent Name: Haynes and Boone, LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.648
NAME OF SUBMITTER:	Jennifer Pierce
Signature:	/Jennifer Pierce/
Date:	06/11/2013

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of June 7, 2013, 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. In connection with that certain Amended and Restated Credit Agreement dated as of September 8, 2008, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries, Agent, and certain lenders ("*Lenders*") (including all annexes, exhibits, and schedules thereto, as amended, restated, supplemented, or otherwise modified from time to time, the "*Amended and Restated Credit Agreement*"), Westlake Chemical Corporation entered into that certain Amended and Restated Security Agreement dated as of September 8, 2008 (including all schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Amended and Restated Security Agreement*").

B. Westlake Chemical Corporation formed Grantor as its wholly owned subsidiary on April 1, 2013.

C. Pursuant to the Amended and Restated Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark 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 Amended and Restated Credit Agreement.

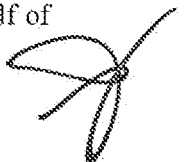
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (*except* for Permitted Liens) in all right, title, and interest in, to, and under the following, whether presently existing or hereafter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

(a) all of its trademarks, service marks, trade names, trade styles, trademark and service mark applications and registrations, trademark applications, trademark registrations, and related licenses to which it is a party including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

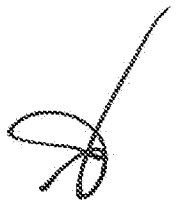
(c) all products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any service mark, trade name, trade style, or (ii) injury to the goodwill associated with any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of



itself and Lenders, pursuant to the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is subject to the applicable provisions of *Section 25* of the Amended and Restated 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 Trademark Security Agreement by reference the same as if set forth in this Trademark Security Agreement verbatim.

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

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials 'SP' followed by a long, sweeping flourish extending upwards and to the right.

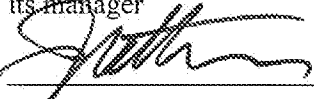
**Signature Page to Trademark Security Agreement dated as of June 7, 2013, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.**

Grantor's Address:

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

**North American Specialty Products LLC,**  
a Delaware corporation

By: **North American Pipe Corporation,**  
its manager

By:  6/7/2013

Name: Mike Mattina

Title: Vice President and General Manager

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark and Service Mark Registrations**

Mark	Jurisdiction	Reg. No.	Reg. Date
CERTAFORM	U.S.	4075377	20-Dec-2011
CERTA-LOK	U.S.	4146376	22-May-2012
CERTA-LOK	Australia	1480957	19-Nov-2012
CERTA LOK (Composite)	Australia	1480959	19-Nov-2012
CERTA LOK (Design)	U.S.	4146379	22-May-2012
FORMADRAIN	U.S.	2166926	23-Jun-1998
FORM-A-DRAIN	U.S.	1862516	15-Nov-1994
KWIK-SET	U.S.	2799420	23-Dec-2003
T-ROC	U.S.	3782202	27-Apr-2010

**Trademark and Service Mark Applications**

Mark	Jurisdiction	App. No.	App. Date
CERTAFORM	Canada	1521640	30-Mar-2011
CERTAFRAME	U.S.	85727942	13-Sep-2012
CERTAFRAME	Canada	1594387	14-Sep-2012
CERTA-SET	U.S.	85860247	26-Feb-2013
CERTA SET (Design)	U.S.	85844950	8-Feb-2013
QUADRASHIELD	U.S.	85894393	3-Apr-2013
STRAIGHTSHOT	U.S.	85829013	22-Jan-2013
YELLOW (Color)	U.S.	85756047	17-Oct-2012

Schedule I to North American Specialty Products LLC  
Trademark Security Agreement