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ETAS ID: TM318989

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
WILMINGTON TRUST, NATIONAL ASSOCIATION		09/18/2014	NATIONAL ASSOCIATION: BANK: UNITED STATES	

RECEIVING PARTY DATA

Name:	POLYPIPE, LLC		
Street Address:	11400 PARKSIDE DRIVE, SUITE 300		
City:	KNOXVILLE		
State/Country:	TEXAS		
Postal Code:	37934		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1657404	ENVIROPIPE
Registration Number:	1694372	POLY PIPE
Registration Number:	2642868	POLYPIPE
Registration Number:	1679402	POLYPIPE
Registration Number:	4100283	POLYTOUGH1
Registration Number:	1576372	U-LINER

CORRESPONDENCE DATA

Fax Number: 2127557306

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.

Phone: 212.326.3939

Email: NYTEF@JONESDAY.COM
Correspondent Name: SUSAN M. O'CONNOR
Address Line 1: 222 EAST 41 STREET

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: DURA-LINE TM RELEASE	
NAME OF SUBMITTER:	SUSAN M. O'CONNOR
SIGNATURE:	/Susan M. O'Connor/
DATE SIGNED:	10/03/2014

TRADEMARK REEL: 005374 FRAME: 0573

900303128

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 18, 2014 (the "Effective Date"), is made by Wilmington Trust, National Association (as successor to Wilmington Trust FSB), in its capacity as collateral agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of May 9, 2011, by and among the Agent and the grantors party thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as collateral agent for the benefit of the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 13, 2012 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 16, 2012 at Reel/Frame 4758/0395;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Security Agreement and Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Recordation</u>. The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Release.
- 6. <u>Miscellaneous</u>. This Release shall by, and construed in accordance with the laws of the State of New York. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitutes an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION, acting in its capacity as Collateral Agent on behalf of the Secured Parties

sy:____ Name∕

Name! Joseph B. Feil Vice President

GRANTOR:

POLYPIPE, LLC

Name: Paresh Chari

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement Release (4758/0395)]

SCHEDULE I to RELEASE OF SECURITY INTEREST IN TRADEMARKS

Registered Owner	Trademark	Registration No.	Issue Date	Application No.	Application Date
POLYPIPE, LLC (formerly known as Polypipe, LLC)	ENVIROPIPE	1657404	9/17/91	74030873	2/20/90
POLYPIPE, LLC (formerly known as Polypipe, LLC)	POLYPIPE	1694372	6/16/92	74153856	4/3/91
POLYPIPE, LLC (formerly known as Polypipe, LLC)	POLYPIPE	2642868	10/29/02	76374656	2/25/02
POLYPIPE, LLC (formerly known as Polypipe, LLC)	POLYPIPE	1679402	3/17/92	74071269	6/21/90
POLYPIPE, LLC (formerly known as Polypipe, LLC)	POLYTOUGH1	4100283	2/14/12	85318439	5/11/11
POLYPIPE, LLC (formerly known as Polypipe, LLC)	U-LINER	1576372	1/9/90	73756962	10/11/88

NYI-4611629v2

RECORDED: 10/03/2014