# OP \$615.00 223652

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM396308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Collateral

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/23/2016	National Banking Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	North American Pipe Corporation
Street Address:	2801 Post Oak Boulevard, Suite 600
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2236524	AMERIFLOW
Registration Number:	2130990	PRESIDIO
Serial Number:	76140044	PRESIDIO
Serial Number:	78094995	PRESIDIO
Serial Number:	76359294	RELIANT
Serial Number:	76359293	SENTINEL
Registration Number:	2130940	WESTECH
Serial Number:	77137104	N
Registration Number:	3400381	NORTH AMERICAN PIPE
Serial Number:	78791791	RIGHT, ON TIME, ALL THE TIME
Registration Number:	2663926	ENERPRO
Serial Number:	77137153	N
Serial Number:	77137140	N
Serial Number:	77104411	PRESIDIO
Serial Number:	77394074	NAPCO
Registration Number:	2630844	HUG-TITE
Registration Number:	2597635	FREEDOM-FLO
Registration Number:	2760619	PURE-BLUE
Serial Number:	85370546	AMERI-LOCK
		TRÂDEMARK

900375985 REEL: 005864 FRAME: 0029

Property Type	Number	Word Mark
Serial Number:	85370543	AMERILOCK
Serial Number:	85370550	AMERIGRIP
Serial Number:	85370559	AMERI-GRIP
Serial Number:	85370540	N NORTH AMERICAN PIPE CORPORATION
Serial Number:	85390007	NORTH AMERICAN PIPE CORPORATION

### **CORRESPONDENCE DATA**

**Fax Number:** 2142000853

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:** 2109787487

**Email:** venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark

Address Line 1: Haynes and Boone LLP

**Address Line 2:** 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	08/25/2016

### **Total Attachments: 5**

source=Westlake-Trademark Collateral Release - North American Pipe#page1.tif source=Westlake-Trademark Collateral Release - North American Pipe#page2.tif source=Westlake-Trademark Collateral Release - North American Pipe#page3.tif source=Westlake-Trademark Collateral Release - North American Pipe#page4.tif source=Westlake-Trademark Collateral Release - North American Pipe#page5.tif

# RELEASE OF TRADEMARK COLLATERAL

This Release of Trademark Collateral is made and effective as of August 23, 2016, by BANK OF AMERICA, N.A, in its capacity as Agent (herein so called) for Lenders (defined below) for the benefit of North American Pipe Corporation ("*Grantor*"), an affiliate of Westlake Chemical Corporation.

### **RECITALS**

- A. In connection with that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries, Agent and certain lenders ("Lenders"), Grantor, together with other grantors, entered into that certain Security Agreement dated as of July 31, 2003 (including all schedules thereto, as from time to time amended, restated, supplemented. or otherwise modified, the "Security Agreement");
- B. Pursuant to the Security Agreement, Grantor executed a Trademark Security Agreement dated as of July 31, 2003 in favor of Agent, in its capacity as agent for Lenders, as amended by that certain Amendment No. 1 to Trademark Security Agreement dated as of June 5, 2008, that certain Amendment No. 2 to Trademark Security Agreement dated as of June 3, 2009, and that certain Amendment No. 3 to Trademark Security Agreement dated as of September 16, 2011 (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement") pursuant to which Grantor granted to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark Collateral set forth on Exhibit A attached hereto;
- C. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 5, 2003 at Reel/Frame Number 002694/0977;
- D. The Amendment No. 1 to Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 23, 2008 at Reel/Frame Number 003821/0767;
- E. The Amendment No. 2 to Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 28, 2009 at Reel/Frame Number 004049/0666;
- F. The Amendment No. 3 to Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 21, 2011 at Reel/Frame Number 4627/0154;
- G. The Agent agrees to release all security interests (including the continuing first priority security interest) in and to the Trademark Collateral that were granted under the Trademark Security Agreement and the Security Agreement.
- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on its behalf and on behalf of the Lenders, hereby agrees as follows:
- 1. Release of Security Interest. Agent, solely in its capacity as agent for the Lenders, hereby absolutely, unconditionally and irrevocably releases, terminates, and forever discharges all security interests (including the continuing first priority security interest) it may have in and to the Trademark Collateral, including, but not limited to, the Trademark Collateral listed on *Exhibit A* attached hereto. Agent hereby acknowledges and confirms that that the continuing first priority security interest in the Trademark Collateral granted under the Security Agreement and the Trademark Security Agreement has ceased.

- 2. <u>Further Acts.</u> The Agent hereby authorizes and requests that this Release of Trademark Collateral be recorded at the United States Patent and Trademark Office, or any other applicable location. The Agent shall take all further actions, and provide to 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 Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Release of Trademark Collateral.
- 3. <u>Full Authority</u>. The Agent represents and warrants that it has full authority to execute and deliver this Release of Trademark Collateral.
- 4. Governing Law. THIS RELEASE OF TRADEMARK COLLATERAL AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE OF TRADEMARK COLLATERAL AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Page to Follow]

# EXECUTED as of the date first written above.

BANK OF AMERICA, N.A, in its capacity as Agent for

Lenders

Name: Hance VanBeber

Title: Senior Vice President

Signature Page to Release of Trademark Collateral (North American Pipe Corporation)

# Exhibit A

Serial/Reg. No.	Filing/Reg.
2 226 524	Date
	4/6/1999 R
	1/20/1998 R 10/3/2000
	11/26/2001
	1/15/2002
	1/15/2002
	1/20/1998 R
77/137104	March 21, 2007
3400381	November 16, 2005
78/791791	January 13, 2006
2663926	April 17, 2000
77/137153	March 21, 2007
77/137140	March 21, 2007
77/104411	February 10, 2007
77/394074	February 28, 2008
	2,236,524 2,130,990 76/140,044 78/094,995 76/359,294 76/359,293 2,130,940 77/137104 3400381 78/791791 2663926 77/137153

2630844	10/8/2002
2597635	7/23/2002
2760619	9/9/2003
85/370,546	July 13, 2011
85/370,543	July 13, 2011
85/370,550	July 13, 2011
85/370,559	July 13, 2011
85/370,540	July 13, 2011
85/390,007	August 4, 2011
	2597635 2760619 85/370,546 85/370,543 85/370,550 85/370,559 85/370,540

**RECORDED: 08/25/2016**