

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIPELINE PLASTICS HOLDINGS, LLC		03/12/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4292982	PIPELINE PLASTICS	
Registration Number:	5104156	ENERGY +PLUS+	
CORRESPONDENCE DATA			
Fax Number:	8004043970		
<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>			
Phone:	7132232300		
Email:	docketing@bracewell.com,		
Correspondent Name:	BRACEWELL LLP		
Address Line 1:	P.O. BOX 61389		
Address Line 4:	HOUSTON, TEXAS 77208-1389		
NAME OF SUBMITTER:	CONSTANCE G. RHEBERGEN		
SIGNATURE:	/CONSTANCE G. RHEBERGEN/		
DATE SIGNED:	03/14/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 12, 2019 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Trademark Security Agreement") is made by and among each subsidiary of Pipeline Plastics Holdings, LLC, a Delaware limited liability company (the "Borrower") signatory hereto (the "Grantors" and individually, each a "Grantor") and JPMorgan Chase Bank, N.A., as Administrative Agent (as defined below) for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement (as defined below), as applicable.

Preliminary Statement

WHEREAS, reference is made to that certain Credit Agreement dated as of March 12, 2019 among the Borrower, the lenders party thereto from time to time (the "Lenders"), the Swing Line Lenders, the Issuing Lenders, and JPMorgan Chase Bank, N.A., as the administrative agent (in such capacity, the "Administrative Agent") (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Grantors own or are a party to, as applicable, the Trademark Collateral listed on Schedule I annexed hereto and by this reference incorporated herein.

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of March 12, 2019 among the grantors party thereto from time to time (the "Security Grantors") and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), the Security Grantors have granted a security interest in the Collateral including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Trademark Collateral, including, without limitation, the Collateral set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under, all of the following, whether now owned or hereafter acquired by such Grantor, and wherever located and whether now owned or hereafter existing or arising (the "Trademark Collateral"): (a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including those trademarks referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-

law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as a “Trademark”), (b) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b), (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b), and (e) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world; and

provided, that notwithstanding anything to the contrary contained above, Excluded Collateral shall be excluded from the Lien and security interest granted hereunder; provided, however, that (y) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such accounts and receivables and (z) any Proceeds received by any Grantor from the sale, transfer or other disposition of Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such Proceeds.

This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office. The Grantors authorize and request that the United States Patent and Trademark Office and any other applicable government office record this Trademark Security Agreement. This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Trademark Security Agreement 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 Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without reference to any other conflicts or choice of law principles thereof, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

[Remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

PIPELINE PLASTICS, LLC

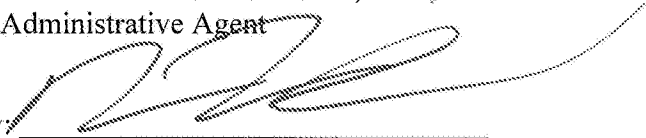
By: 

Name: Monty Fisher

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Darren Vanek

Title: Executive Director

Schedule I

INTELLECTUAL PROPERTY COLLATERAL

Trademarks and Trademark Applications

Registered:

Country	Status (LIVE/ DEAD)	Serial No.	Registration No.	Application/ Registration Date	Estimated Expiration Date	Mark	Current Assignee
USA	Live	85,341,956	4,292,982	February 19, 2013	February 2026	PIPELINE PLASTICS	Pipeline Plastics, LLC
USA	Live	87,011,090	5,104,156	December 20, 2016	December 2021	ENERGY +PLUS+	Pipeline Plastics, LLC

Domain Names:

Domain Name	Owner	Registrar	Expiration Date
hdpepipe.us	Pipeline Plastics, LLC	Domain.com, LLC	April 23, 2019
pepipe.us	Pipeline Plastics, LLC	Domain.com, LLC	April 23, 2019
pipe.us	Pipeline Plastics, LLC	Domain.com, LLC	June 2, 2023
pipelineplastics.us	Pipeline Plastics, LLC	Domain.com, LLC	December 5, 2021
plpservers.com	Pipeline Plastics, LLC	Domain.com, LLC	July 16, 2023
polypipe.us	Pipeline Plastics, LLC	Domain.com, LLC	April 23, 2019
uspoly.us	Pipeline Plastics, LLC	Domain.com, LLC	August 12, 2023