

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forterra, Inc.		06/17/2020	Corporation: DELAWARE
Forterra Pipe & Precast, LLC		06/17/2020	Limited Liability Company: DELAWARE
Bio Clean Environmental Services, Inc.		06/17/2020	Corporation: CALIFORNIA
Forterra Concrete Products, Inc.		06/17/2020	Corporation: IOWA
Modular Wetland Systems, Inc.		06/17/2020	Corporation: CALIFORNIA
United States Pipe and Foundry Company, LLC		06/17/2020	Limited Liability Company: ALABAMA
Forterra Precast Concepts, LLC		06/17/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	TX1-492-11-23 Bank of America Business Capital		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88764767	STORMCLOUD	
Serial Number:	88767665	KRAKEN	
Serial Number:	88642594	RED-E-DUCT	
Serial Number:	88279511	CONSTRUCTURE FABRICATION	
Serial Number:	88681849	OPX	
Registration Number:	5687296	SCICLONE	
Registration Number:	5686904	SCICLONE	
Registration Number:	5687297	BIO-CLEAN	

OP \$215.00 88764767

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, Haynes and Boone LLP**Address Line 1:** 2323 Victory Avenue, Suite 700**Address Line 4:** Dallas, TEXAS 75219**ATTORNEY DOCKET NUMBER:** 17997.02077_Legrand**NAME OF SUBMITTER:** Venisa Dark**SIGNATURE:** /Venisa Dark/**DATE SIGNED:** 07/16/2020**Total Attachments: 13**

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., as administrative agent and collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Forterra Inc., a Delaware corporation (including its permitted successors, “Holdings”) and certain subsidiaries of Holdings party thereto (together with Holdings, the “Borrowers”) have entered into an ABL Credit Agreement, dated as of October 25, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain ABL US Guarantee and Collateral Agreement, dated as of October 25, 2016, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Agent, to the extent provided in Section 2.1 of the Guarantee and Collateral Agreement, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Guarantor Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP 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 IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

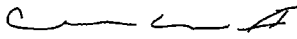
SECTION 7 ABL Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any ABL Obligations are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any ABL Obligations, the provisions of the ABL Intercreditor Agreement shall prevail. As used in this Section 7, "ABL Obligations," shall have the meaning given to such term in the ABL Intercreditor Agreement.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

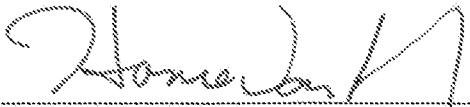
[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

FORTERRA PIPE & PRECAST, LLC
BIO CLEAN ENVIRONMENTAL SERVICES, INC.
FORTERRA CONCRETE PRODUCTS, INC.
MODULAR WETLAND SYSTEMS, INC.
UNITED STATES PIPE AND FOUNDRY COMPANY,
LLC
FORTERRA PRECAST CONCEPTS, LLC

By: 
Name: Charles R. Brown, II
Title: Executive Vice President and Chief Financial
Officer

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Hance VanBeber
Title: Senior Vice President

COPYRIGHTS

None.

TRADEMARKS

<u>Owner</u>	<u>Trade Mark</u>	<u>Registration/A pplication No.</u>	<u>Expiration Date if Applicable</u>	<u>Country</u>
Forterra Pipe & Precast, LLC	PREMIER	TMA475952	May 8, 2027	Canada
Bio Clean Environmental Services, Inc.	STORMCLOUD	88/764,767		US
Bio Clean Environmental Services, Inc.	Kraken	88/767,665		US
Forterra Pipe & Precast, LLC	RED-E-DUCT	88/642,594		US
Forterra Pipe & Precast, LLC	CONSTRUCTURE FABRICATION	88/279,511		US
Forterra Pipe & Precast, LLC	Op word with X in background	88/681,849		US
Bio Clean Environmental Services, Inc.	SCICLONE	5,687,296		US
Bio Clean Environmental Services, Inc.	SciCLONE & Design	5,686,904		US
Bio Clean Environmental Services, Inc.	The mark consists of a stylized image of the word: Bio Clean in combination with a water droplet shaped image between the word "Bio" and "Clean". The letters "B" and "C" are capitalized. The water droplet shaped design is comprised of three outlines of water droplet, with lines of similar thickness and each inserted within each other. A solid line cuts through the center of the collection of water droplets at approximately the horizontal center of the water droplet.	5,687,297		US

PATENTS

Schedule 3

Registered Owner	Title	Registration or Application Number	Status	Expiration Date (if applicable)	Country
Bio Clean Environmental Services, Inc.	APPLICATION: Partitioned Water Treatment Systems with	10,307,696	ISSUED		USA
Bio Clean Environmental Services, Inc.	APPLICATION: Partitioned Water Treatment Systems with Vertical Filtration Units	10,369,496	ISSUED		USA
Forterra Pipe & Precast LLC	PRECAST STORMWATER INLET FILTER AND TRAP	2,905,899	Pending		USA
Bio Clean Environmental Services, Inc.	CATCH BASIN WITH PIVOT WEIR	62/903,885	Pending		USA
Bio Clean Environmental Services, Inc.	PARTITIONED WATER TREATMENT SYSTEMS WITH VERTICAL FILTRATION UNITS	15/470,199	Pending		USA
Bio Clean Environmental Services, Inc.	PARTITIONED WATER TREATMENT SYSTEMS WITH	16/429,212	Pending		USA

	VERTICAL FILTRATION UNITS						
Bio Clean Environmental Services, Inc.	PASSIVE MEMBRANE FILTRATION SYSTEM WITH PRE-	16/571,449	Pending			USA	
Modular Wetlands Systems, Inc.	HORIZONTAL FLOW BIOFILTER SYSTEM AND METHOD OF USE	16/417,472	Pending			USA	
Modular Wetlands Systems, Inc.	MULTI-LEVEL ORIFICE CONTROL BIOFILTER	62/939,634	Pending			USA	
Modular Wetlands Systems, Inc.	Two-Sided Horizontal Flow Bioretention Stormwater System	62/923,701	Pending			USA	
Bio Clean Environmental Services, Inc.	CONNECTOR PIPE SCREEN	15/956,714	Pending			USA	
United States Pipe and Foundry Company, LLC	SEPARATION- RESISTANT PIPE JOINT WITH ENHANCED EASE	16/310,363	Pending			USA	
Bio Clean Environmental Services, Inc.	TESSELLATION SQUARE MODULE AND UNDERGROUND	16/537,585	Pending			USA	
Bio Clean Environmental Services, Inc.	UNDERGROUND STORAGE SYSTEM WITH V-SHAPED SUPPORT LEGS	16/577,617	Pending			USA	
Bio Clean Environmental Services, Inc.	HEXAGONAL MODULE AND ASSEMBLY FOR STORAGE OF	16/390,144	Pending			USA	

	WATER UNDERGROUND						
Bio Clean Environmental Services, Inc.	Multi-Level Outlet Weir for Enhanced Volumetric Separation for Stormwater Treatment	62/909,619	Pending			USA	
Modular Wetlands Systems, Inc.	Horizontal Flow Biofilter System and Method of Use Thereof	10,294,135	ISSUED			USA	
Bio Clean Environmental Services, Inc.	Hydrodynamic Separator for Stormwater Treatment	10,344,466	ISSUED			USA	
Bio Clean Environmental Services, Inc.	Hexagonal Module and Assembly for Storage of Water Underground	10,267,029	ISSUED			USA	
Forterra Concrete Products, Inc.	Stabilizing Ground Anchor	5,720,579	ISSUED	2/24/1998		USA	
Forterra Concrete Products, Inc.	Catch Basin Filter	7,300,573	ISSUED	11/27/2007		USA	
Forterra Concrete Products, Inc.	Multi-Cage Spacer	8,322,109	ISSUED	12/4/2012		USA	
Forterra Concrete Products, Inc.	Concrete hold Former with	6,347,781	ISSUED	2/19/2002		USA	
Forterra Concrete Products, Inc.	Stabilizing Ground Anchor	5,322,386	ISSUED	6/21/1994		USA	
Forterra Concrete Products, Inc.	Varied Length Fibers in a Brittle	7,727,326	ISSUED	1/6/2010		USA	
Forterra Concrete Products, Inc.	Sanitary, Storm and Catch Basin Tran	7,309,420	ISSUED	12/18/2007		USA	
Forterra Concrete Products, Inc.	Catch Basin Flow Diverter	D556,865	ISSUED			USA	
Forterra Concrete Products, Inc.	Base of a Manhole I Lavin2 a Canal-bed	2,277,997	ISSUED	9/16/2003		CANADA	
Forterra Concrete Products, Inc.	Cage Spacer	6,899,310	ISSUED	5/31/2005		USA	

Forterra Concrete Products, Inc.	Cage Spacer (ovramidl)	6,910,309	ISSUED	6/28/2005	USA
Forterra Concrete Products, Inc.	Cage Spacer	6,758,021	ISSUED	7/6/2004	USA
Forterra Concrete Products, Inc.	Pyramid Spacer	2,495,761	ISSUED	8/14/2003	CANADA
Forterra Concrete Products, Inc.	Sanitary Storm and Catch Basin Trap	7,132,045	ISSUED	11/7/2006	USA
Forterra Concrete Products, Inc.	Liquid Filtration System	7,632,403	ISSUED		USA
Forterra Precast Concepts, LLC	Method for making precast concrete	8,282,869	ISSUED		USA
Forterra Precast Concepts, LLC	MOLDED CONCRETE BLOCKS HAVING SIMULATED BRICK OR STONE OUTER SURFACES AND METHOD OF MAKING SAME	14/176,991	PENDING		USA
Forterra Precast Concepts, LLC	MOLDED CONCRETE BLOCKS HAVING SIMULATED BRICK OR STONE OUTER SURFACES AND METHOD OF MAKING SAME	61/762,685	PENDING		USA
Forterra Pipe & Precast LLC	PRECAST STORMWATER INLET FILTER AND TRAP	2,905,899		Pending	USA
Bio Clean Environmental Services, Inc.	CATCH BASIN WITH PIVOT WEIR	62/903,885		Pending	USA
Bio Clean Environmental Services, Inc.	PARTITIONED WATER TREATMENT SYSTEMS WITH	15/470,199		Pending	USA

	VERTICAL FILTRATION UNITS				
	PARTITIONED WATER TREATMENT SYSTEMS WITH VERTICAL FILTRATION UNITS				
Bio Clean Environmental Services, Inc.	PASSIVE MEMBRANE FILTRATION SYSTEM WITH PRE-TREATMENT	16/429,212		Pending	USA
Bio Clean Environmental Services, Inc.	HORIZONTAL FLOW BIOFILTER SYSTEM AND METHOD OF USE THEREOF	16/571,449		Pending	USA
Modular Wetlands Systems, Inc.	MULTI-LEVEL ORIFICE CONTROL BIOFILTER	16/417,472		Pending	USA
Modular Wetlands Systems, Inc.	Two-Sided Horizontal Flow Bioretention Stormwater System	62/939,634		Pending	USA
Modular Wetlands Systems, Inc.	CONNECTOR PIPE SCREEN	62/923,701		Pending	USA
Bio Clean Environmental Services, Inc.	SEPARATION- RESISTANT PIPE JOINT WITH ENHANCED EASE OF ASSEMBLY	15/956,714		Pending	USA
United States Pipe and Foundry Company, LLC	TESSELLATION SQUARE MODULE AND UNDERGROUND STORAGE SYSTEM	16/310,363		Pending	USA
Bio Clean Environmental Services, Inc.		16/537,585		Pending	USA

Bio Clean Environmental Services, Inc.	UNDERGROUND STORAGE SYSTEM WITH V-SHAPED SUPPORT LEGS	16/577,617		Pending	USA
Bio Clean Environmental Services, Inc.	HEXAGONAL MODULE AND ASSEMBLY FOR STORAGE OF WATER UNDERGROUND	16/390,144		Pending	USA
Bio Clean Environmental Services, Inc.	Multi-Level Outlet Weir for Enhanced Volumetric Separation for Stormwater Treatment	62/909,619		Pending	USA