

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707706

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN CAST IRON PIPE COMPANY		02/10/2022	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	3455 Peachtree Road NE		
<b>Internal Address:</b>	Mail Code: GA7-024-12-05, 12th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6381334	AFC SEMPER	
<b>Serial Number:</b>	88704975	EVERPIPE	
<b>Serial Number:</b>	88895226	AMERICAN EVERPIPE	
<b>Serial Number:</b>	90051141	AMERICAN FASTITE XD	
<b>Serial Number:</b>	90051203	AMERICAN FASTITE XDR	
<b>Serial Number:</b>	90051116	FASTITE XD	
<b>Serial Number:</b>	90051192	FASTITE XDR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>			
<b>Phone:</b>	4044205527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Kenyeri, Paralegal		
<b>Address Line 1:</b>	303 Peachtree Street, Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland		
<b>SIGNATURE:</b>	/ban/		

CH \$190.00 6381334

<b>DATE SIGNED:</b>	02/10/2022
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**Total Attachments: 6**

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## **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into this 10th day of February, 2022, by and among **BANK OF AMERICA, N.A.**, national banking association, having an office at 3455 Peachtree Road NE, Mail Code: GA7-024-12-05 (12<sup>th</sup> Floor), Atlanta, Georgia 30326, in its capacity as agent (together with its successors in such capacity, "Agent") for certain financial institutions ("Lenders"), and each of the parties named as a Grantor on the signature pages hereto (each individually, a "Grantor" and collectively, the "Grantors"), each having an office at the place listed below its name on the signature pages hereto.

### **Recitals:**

Reference is made to that certain Trademark Security Agreement among Grantors and Agent dated April 13, 2017 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Grantors have informed Agent of additional trademarks and trademark applications of Grantors not included as "Trademarks" in the Trademark Security Agreement.

Grantors have agreed to revise Exhibit A of the Trademark Security Agreement to include the new trademarks and trademark applications within the definition of "Trademarks" under the Trademark Security Agreement. Subject to the terms and on the conditions contained herein, Grantors and Agent hereby agree to enter into this Amendment to revise Exhibit A to the Trademark Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

2. **Amendment to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by adding the trademarks and trademark applications contained on Schedule I to this Amendment to Exhibit A of the Trademark Security Agreement (the "New Trademarks").

3. **Grant of Security Interest.** To secure the prompt payment and performance to Agent of all of the Obligations, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders (collectively, the "Secured Parties"), a continuing security interest in and lien upon all of all of the following property of each Grantor, whether now existing or hereafter acquired (collectively, the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names, trademark applications, including, without limitation, the trademarks and applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by each Trademark; and

(c) all proceeds of the foregoing.

**4. Reaffirmation by Grantors.** Each Grantor hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by such Grantor in the Trademark Security Agreement. Additionally, each Grantor hereby represents and warrants to Agent that Exhibit A to the Trademark Security Agreement, as supplemented hereby, contains a complete and accurate list of the Trademarks owned by Grantors as of the date hereof (other than with respect to Trademarks that may have expired or become obsolete), and that all New Trademarks described in Schedule I to this Amendment shall constitute Trademark Collateral under the Trademark Security Agreement securing the Obligations. Each Grantor further represents and warrants to Agent that it has the full authority to enter into this Amendment and to grant the security interests and Liens provided for in the Trademark Security Agreement.

**5. Reference to Trademark Security Agreement.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended by this Amendment.

**6. Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

**7. Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**8. No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

**9. Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

**10. Further Assurances.** Each Grantor agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

**11. Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

**12. Release of Claims.** Each Grantor acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Agent relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.

13. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

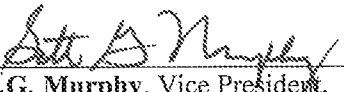
[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

GRANTORS:

Attest:

AMERICAN CAST IRON PIPE COMPANY

By:   
S.G. Murphy, Vice President,  
Finance and Treasurer

By:   
V.L. Richey, President and Chief  
Executive Officer

[Corporate Seal]

[Signatures continue on the following page]

Accepted by:

AGENT:

**BANK OF AMERICA, N.A., as Agent**

By: 

Name: **Andrew A. Doherty**

Title: **Senior Vice President**

## SCHEDULE I

### Trademarks

<b>Owner</b>	<b>U.S. Trademark</b>	<b>Registration No.</b>	<b>Date of Registration</b>
American Cast Iron Pipe Company	AFC SEMPER	6,381,334	06-08-2021

### Trademark Applications

<b>Grantor</b>	<b>U.S. Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
American Cast Iron Pipe Company	EVERPIPE	88/704,975	11-25-2019
American Cast Iron Pipe Company	AMERICAN EVERPIPE	88/895,226	04-30-2020
American Cast Iron Pipe Company	AMERICAN FASTITE XD	90/051,141	07-14-2020
American Cast Iron Pipe Company	AMERICAN FASTITE XDR	90/051,203	07-14-2020
American Cast Iron Pipe Company	FASTITE XD	90/051,116	07-14-2020
American Cast Iron Pipe Company	FASTITE XDR	90/051,192	07-14-2020

### State Level Trademark

<b>Owner</b>	<b>AL State Trademark / Trade Name</b>	<b>Registration No.</b>	<b>Date of Registration</b>
American Cast Iron Pipe Company	ACIPCO RECYCLING (Trademark)	105-329	03-31-1992