

01-29-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102350310

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Miller Pipeline Corporation 8850 Crawfordsville Road Indianapolis, IN 46234 1-28-03 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: LaSalle Bank National Association Internal Address: Street Address: 135 S. LaSalle Street City: Chicago State: IL Zip: 60603 [] Individual(s) citizenship [x] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 12/13/00

4. Application number(s) or registration number(s): A. Trademark Application No.(s) N/A B. Trademark Registration No.(s) See Attached Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: L. Daniel Liutikas/Much Shelist Internal Address: Street Address: 191 North Wacker Drive Suite 1800 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 12 7. Total fee (37 CFR 3.41) \$ 315.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. DANIE LIUTIKAS Name of Person Signing [Signature] Signature 1/20/2003 Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/29/2003 ECORDER 00000026 1492344 01 FC:8521 02 FC:8522 40.00 275.00

TRADEMARK REEL: 002661 FRAME: 0072

U.S. TRADEMARKS

Name	Registration Number
ENCAPSEAL	1492244
HY-FLEX	2305466
INTRUDER	1783845
M & DESIGN	1837063
M-TWO	1555757
MILLER PIPELINE	1838844
MILLERSEAL	1553729
SLOT	1558777
VAC-HOE	1378857
WEKO-SEAL	1048514
XPANDIT	1682476
XPANDIT	1633202

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of December 13, 2000 made by **MILLER PIPELINE CORPORATION**, an Indiana corporation ("**Grantor**"), in favor of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("**LaSalle**"), acting in its capacity as contractual representative (LaSalle, acting in such capacity, "**Agent**") for itself and each of the other "**Lenders**" (as such term is defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, simultaneously with the execution and delivery of this Agreement, Reliant Services, LLC, an Indiana limited liability company ("**Borrower**"), has entered into a Credit Agreement dated as of December 13, 2000 (as amended, supplemented, restated, or modified from time to time and including any agreement extending the maturity of, refinancing or otherwise restructuring all or any portion of the obligations of the Borrower under such agreement or any successor agreement, the "**Credit Agreement**"), among Borrower, the Agent and the financial institutions from time to time parties thereto as lenders (hereinafter referred to individually as a "**Lender**" and collectively as the "**Lenders**") (capitalized terms used herein but not defined shall have the meanings given them in the Credit Agreement);

WHEREAS, the Grantor is the indirect wholly-owned subsidiary of Borrower;

WHEREAS, the Agent and the Lenders have required, as a condition, among other things, to the execution and delivery of the Credit Agreement by Agent and Lenders, that the Grantor execute and deliver to Agent, in each case for its benefit and the benefit of all Lenders (i) that certain Guaranty of even date herewith to secure the prompt and complete payment, performance and observance of the "Guaranteed Obligations" (as defined in the Guaranty) (as the same may be hereafter amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Guaranty**"); (ii) that certain Security Agreement, evidencing the grant of a security interest in all of personal property of the Grantor owned beneficially and of record by the Grantor, in order to secure the prompt and complete payment, performance and observance of the Grantor's obligations under the Guaranty (the "**Security Agreement**"); and

WHEREAS, Agent and Lenders have required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement to Agent for its benefit and for the benefit of Lenders;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Guaranty, Security Agreement and Credit Agreement.** The Guaranty, Security Agreement and Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration of otherwise) of all "**Guaranteed Obligations**" (as defined in the Guaranty"), and to induce Agent and each of the Lenders to enter into the Credit Agreement and to make the Revolving Loans, the Term Loan and other extensions of credit provided for therein in accordance with the respective terms thereof, Grantor hereby grants to Agent for its benefit and the benefit of Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the United States federally registered trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph 4(a)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof but, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses, but excluding any trademark license agreement or service mark license agreement if (and solely to the extent and for so long as) such

trademark license agreement or service mark license agreement, as the case may be, expressly prohibits such Grantor from granting any Lien thereon (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

5. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Agent under this Agreement.

6. New Trademarks and Licenses. Grantor represents and warrants that, as of the Closing Date, **(a)** the Trademarks listed on **Schedule A** include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, **(b)** the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and **(c)** other than Permitted Liens, no Liens thereon have been granted by Grantor to any Person other than Agent. If, prior to the termination of this Agreement, Grantor shall **(i)** obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, **(ii)** become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or **(iii)** enter into any new trademark license agreement or service mark license agreement, the provisions of **paragraph 4** above shall automatically apply thereto. Grantor shall give to Agent written notice of events described in **clauses (i), (ii) and (iii)** of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby undertakes to modify and update **(i) Schedule A** to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and **(ii) Schedule B** to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under **paragraph 4** above or under this **paragraph 6**. Grantor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under **paragraph 14** or pursuant to **Section 5** of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Grantor.

8. Further Assignments and Security Interests. To the extent prohibited by the Credit Agreement, the Security Agreement or the Guaranty, Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Agent.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement

shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Guaranteed Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement, the Guaranty, the Security Agreement and all of the other Credit Documents have terminated pursuant to the respective terms and provisions thereof. When this Agreement has terminated, Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, and to record the termination of any such security interests with any governmental body, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Security Agreement.

10. Agent's Right to Sue. From and after the occurrence and during the continuance of a Default Event, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent and each of the Lenders for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this **paragraph 10** (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

11. Waivers. Failure by Agent or any of the Lenders at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Agent or any of the Lenders thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent or any of the Lenders have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent or any of the Lenders unless such suspension or waiver is in writing signed by an officer of Agent or any of the Lenders and directed to Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, upon the occurrence and during the continuance of a Default Event or a default under the Guaranty and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to **(i)** endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in

the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its and the Lenders' best interests. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Guaranteed Obligations shall have been indefeasibly paid and satisfied in full and the Security Agreement, the Guaranty, the Credit Agreement and each of the other Credit Documents shall have terminated pursuant to the respective terms and provisions thereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any of the Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Security Agreement, the Guaranty, and any of the other Credit Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default Event or a default under the Guaranty and the election by Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the UCC with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default Event or a default under the Guaranty, Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement, the Guaranty and any of the other Credit Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonable and properly given if given at least five (5) Business Days before such disposition; **provided, that** Agent may give any shorter notice that is commercially reasonable under the circumstances.

15. Successors and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Agent and each of the Lenders hereunder, inure to the benefit of Agent and the Lenders and their respective successors and assigns.

16. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in **Section 10.3** of the Credit Agreement or **Section 5.11** of the Guaranty, as applicable. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in the Credit Agreement

or the Guaranty to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

17. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, 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. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

20. Merger. This Agreement and the Credit Documents represent the final agreement of Grantor and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Agent or between Grantor and any of the Lenders.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MILLER PIPELINE CORPORATION, an Indiana corporation

By: ~~Michael C. Drew~~
Name: ~~Michael C. Drew~~
Title: ~~President~~

By: Douglas S. Banning Jr
Name: DOUGLAS S. BANNING JR
Title: EXEC VP/CFO

ACCEPTED AND AGREED TO AS OF
THE 13th DAY OF DECEMBER, 2000

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: ~~Denis J. Campbell Jr~~
Name: ~~Denis J. Campbell Jr~~
Title: ~~First Vice President~~

Trademark Security Agreement

TRADEMARK
REEL: 002661 FRAME: 0080

STATE OF INDIANA)
) SS
COUNTY OF WARREN)

The foregoing Trademark Security Agreement was acknowledged before me this 13th day of December, 2000 by Douglas S. Banning, the Exec. Vice Pres of **MILLER PIPELINE CORPORATION**, an Indiana corporation, ~~on~~ behalf of such corporation.

Douglas S. Banning
Notary Public
_____ County, __



DOUGLAS S. BANNING, Notary Public
My Commission Expires: August 28, 2006
Residing in Hamilton County

My commission expires: _____

Trademark Security Agreement

TRADEMARK
REEL: 002661 FRAME: 0081

STATE OF INDIANA)
) SS
COUNTY OF MARION)

The foregoing Trademark Security Agreement was acknowledged before me this 13th day of December, 2000, by Dennis J. Campbell IV, a FVP of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, on behalf of such corporation.

Reedley S. Lusa

Notary Public

_____ County, ___

My commission expires: _____



Notary Public
My Commission Expires August 28, 2006
Residing in Hamilton County

Trademark Security Agreement

TRADEMARK
REEL: 002661 FRAME: 0082

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF DECEMBER 13, 2000**

TRADEMARKS AND SERVICE MARKS

Attached.

TRADEMARK AND SERVICE MARK APPLICATIONS

Attached.

IM-321976-1

Trademarks - Registered

Client Status Report

Monday, July 17, 2000

Client: 6081 Miller Pipeline Corporation

Trademark Name	Client-Matter # Status	Application Number/Date	Registration Number/Dat	Attorney(s)	Next Action(s)	Due Date(s)
ENCAPSEAL	6081-27985 Registered	603073 17-Mar-1988	378248 18-Jan-1991	JSG RAR	Next Renewal	18-Jan-2006

Canada

Remarks:

Class: 17 Goods: kits for sealing leaks in natural gas pipelines, comprising an encapsulant material, molds and tools therefor

14-Jun-2008

ENCAPSEAL

75/696312 1492244 JSG
19-Nov-1987 14-Jun-1988 RAR

United States of America

Remarks:

Class: 17 Goods: kits for sealing leaks in natural gas pipelines, comprising an encapsulant material, molds and tools therefor

04-Jan-2005

HY-FLEX

6081-66788 75/468465 2305466 JSG
Registered 15-Apr-1998 04-Jan-2000 WRC

United States of America

Class: 7

Goods: elastomeric seals for the interior of conduits

Client Status Report

Monday, July 17, 2000

Client: 6081 Miller Pipeline Corporation

Trademark Name	Client-Matter # Status	Application Number/Date	Registration Number/Dat	Attorney(s)	Next Action(s)	Due Date(s)
INTRUDER	6081-22177 Registered	74/336120 02-Dec-1992	1783845 27-Jul-1993	JSG RAR	Next Renewal	27-Jul-2003

United States of America

Remarks:

Class: 6 Goods: ladders; namely, portable ladder systems made of metal components; namely, booms, uprights, bases, frames, brackets, joints, and connectors, used to gain access to manholes, vaults, tanks, and other confined spaces

26-Nov-2003

M & DESIGN

6081-23136 Registered	184314 26-Nov-1993	460718 17-May-1994	JSG RAR	Next Renewal
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Mexico

Remarks:

Class: 37 Goods: pipeline construction, maintenance, and repair services

17-May-2004

M & DESIGN

6081-23133 Registered	74/424769 16-Aug-1993	1837063 17-May-1994	JSG RAR	Next Renewal
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United States of America

Remarks:

Class: 37 Goods: pipeline construction, maintenance, and repair services

Client: 6081 Miller Pipeline Corporation

Client-Matter # Status

Application Number/Date

Registration Number/Dat

Attorney(s) Next Action(s)

Due Date(s)

M-TWO	6081-27987	623173	378302	JSG	Next Renewal	18-Jan-2006
	Registered	12-Jan-1989	18-Jan-1991	RAR		

Canada

Remarks:

Class: 17 Goods: kits for sealing leaks in natural pipelines, comprising an encapsulant material, molds and tools therefor

M-TWO

	6081-27986	768548	1555757	JSG	Next Renewal	12-Sep-2009
	Registered	09-Dec-1988	12-Sep-1989	RAR		

United States of America

Remarks:

Class: 17 Goods: kits for sealing leaks in natural gas pipelines, comprising an encapsulant material, molds and tools therefor

MILLER

	6081-23135	184311	452714	JSG	Next Renewal	26-Nov-2003
	Registered	26-Nov-1993	21-Feb-1994	RAR		

Mexico

Remarks:

Class: 37 Goods: pipeline construction, maintenance, and repair services

Client: 6081 Miller Pipeline Corporation

Application Number/Date

Registration Number/Dat

Attorney(s) Next Action(s)

Due Date(s)

Trademark Name

MILLER PIPELINE

6081-23134

184315

452716

JSG

26-Nov-2003

Registered

21-Feb-1994

RAR

Mexico

Remarks:

Class: 37 Goods: pipeline construction, maintenance, and repair services

MILLER PIPELINE

6081-23131

74/424761

1838844

JSG

07-Jun-2004

Registered

07-Jun-1994

RAR

United States of America

Remarks:

Class: 37 Goods: pipeline construction, maintenance, and repair services

MILLER VAC-HOE

6081-27988

554255

332830

JSG

09-Oct-2002

Registered

09-Oct-1987

RAR

Canada

Remarks:

Class: 7 Goods: earth excavation machinery, namely vacuum excavators

Client Status Report

Client: 6081 Miller Pipeline Corporation

Client-Matter # Status 6081-27990 Registered

Trademark Name MILLERSEAL Application Number/Date 623172 12-Jan-1989 Registration Number/Date 379131 01-Feb-1991 Attorney(s) Next Action(s) JSG Next Renewal RAR Due Date(s) 01-Feb-2006

Canada

Remarks:

Class: 17 Goods: kits for sealing leaks in natural gas pipelines, comprising an encapsulant material, molds and tools therefor

MILLERSEAL

6081-27989 Registered

73768549 09-Dec-1988 1553729 29-Aug-1989 JSG RAR

Next Renewal 29-Aug-2009

United States of America

Remarks:

Class: 17 Goods: kits for sealing leaks in natural gas pipelines, comprising an encapsulant material, molds and tools therefor

MINI-VAC

6081-27992 Registered

642678 12-Oct-1989 384866 24-May-1991 JSG RAR

Next Renewal 24-May-2006

Canada

Remarks:

Class: 7 Goods: earth excavation machinery, namely vacuum excavators

Client Status Report

Client: 6081 Miller Pipeline Corporation

Client-Matter # Status 6081-27994 Registered

Trademark Name Application Number/Date Attorney(s) Next Action(s) Due Date(s)

SLOT 619948 23-Nov-1988 JSG Next Renewal 389085 27-Sep-1991 RAR 27-Sep-2006

Canada

Remarks:

Class: 7 Goods: kits for use in sealing leaks in buried pipe comprising tools, hydraulic rams, spacers, molds, tie bars, thrust saddles, wrenches, tape holders, thumb down chains and rods, extension poles, brush holders, chisels, drive sockets, socket adapters, mirrors, scalers, suction hose ends, sand blasting lances, air ratchets, extension hoods, muff and plug installation tools; extension fill tubes, air drills, whip hoses, anode lighters, chipping guns, and parts thereof

SLOT

03-Oct-2009

6081-27993 Registered 73730682 25-May-1988 JSG Next Renewal 1558777 03-Oct-1989 RAR

United States of America

Remarks:

Class: 7 Goods: kits for use in sealing leaks in buried pipe comprising tools, namely, hydraulic rams, spacers, moulds, tie bars, thrust saddles, wrenches, tape holders, thumb down chains and rods, extension poles, brush holders, chisels, drive sockets, socket adapters, mirrors, scalers, suction hose ends, sand blasting lances, air ratchets, extension hoods, muff and plug installation tools, extension fill tubes, air drills, whip hoses, anode lighters, chipping guns, and parts thereof, all sold as a unit

Client Status Report

Monday, July 17, 2000

Client: 6081 Miller Pipeline Corporation

Client-Matter # Status

Application Number/Date

Registration Number/Date

Attorney(s) Next Action(s)

Due Date(s)

Trademark Name

VAC-HOE	6081-25256	184318	452719	JSG	Next Renewal	26-Nov-2003
	Registered	26-Nov-1993	21-Feb-1994	RAR		

Mexico

Remarks:

Class: 17 Goods: plastic ducts

VAC-HOE	6081-24023	184317	452718	JSG	Next Renewal	26-Nov-2003
	Registered	26-Nov-1993	21-Feb-1994	RAR		

Mexico

Remarks:

Class: 37 Goods: pipeline construction, maintenance, and repair services

VAC-HOE	6081-25257	184319	452720	JSG	Next Renewal	26-Nov-2003
	Registered	26-Nov-1993	21-Feb-1994	RAR		

Mexico

Remarks:

Class: 17 Goods: internal stamp for ducts

Client Status Report

Monday, July 17, 2000

Client: 6081 Miller Pipeline Corporation

Trademark Name	Client-Matter # Status	Application Number/Date	Registration Number/Dat	Attorney(s)	Next Action(s)	Due Date(s)
VAC-HOE	6081-23139 Registered	184320 26-Nov-1993	452721 21-Feb-1994	JSG	Next Renewal	26-Nov-2003

Mexico

Remarks:

Class: 7 Goods: earth excavation machinery, namely, vacuum excavators

VAC-HOE	6081-27995 Registered	73/542895 13-Jun-1985	1378857 21-Jan-1986	JSG	Next Renewal	21-Jan-2006
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United States of America

Remarks:

Class: 7 Goods: earth excavation machinery, namely, vacuum excavators

WEKO-SEAL	6081-21345 Registered	624037 25-Jan-1989	385848 21-Jun-1991	JSG	Next Renewal	21-Jun-2006
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Canada

Remarks:

Class: Goods: internal pipeline seal system in the form of an elastomeric ring and retaining bands, for use on natural gas pipelines and especially local Utility Distribution System Pipelines

Client: 6081 Miller Pipeline Corporation

Trademark Name	Client-Matter # Status	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
WEKO-SEAL	6081-27997 Registered	624037 25-Jan-1989	385848 21-Jun-1991	JSG RAR	Next Renewal	21-Jun-2006

Canada

Remarks:

Class: 7 Goods: internal pipeline seal system in the form of an elastomeric ring and retaining bands, for use on natural gas pipelines and especially local utility distribution system pipelines

WEKO-SEAL

6081-23137 Registered	184313 26-Nov-1993	452715 21-Feb-1994	JSG RAR	Next Renewal	26-Nov-2003
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Mexico

Remarks:

Class: 17 Goods: internal pipeline seal system in the form of an elastomeric ring and retaining bands

WEKO-SEAL

6081-21344 Registered	80287 15-Mar-1976	1048514 21-Sep-1976	JSG RAR	Next Renewal	21-Sep-2006
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United States of America

Remarks:

Class: 17 Goods: internal pipeline seal system in the form of an elastomeric ring and retaining bands

Client Status Report

Client: 6081 Miller Pipeline Corporation

Trademark Name	Client-Matter # Status	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
XPANDIT	6081-23138 Registered	184316 26-Nov-1993	452717 21-Feb-1994	JSG RAR	Next Renewal	26-Nov-2003

Mexico

Remarks:

Class: 37 Goods: plastic pipe for conveying wastewater, potable water or natural gas; plastic pipe for the custom construction of pipelines for wastewater, Otable Water Or Natural Gas; Leasing Of

XPANDIT	6081-24003 Registered	184310 26-Nov-1993	512531 11-Dec-1995	JSG RAR	Next Renewal	26-Nov-2003
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Mexico

Remarks:

Class: 17 Goods: plastic pipe for conveying wastewater, potable water or natural gas; plastic pipe for the custom construction of pipelines for wastewater + Otable Water Or Natural Gas; Leasing Of

XPANDIT	6081-27999 Registered	74/000461 16-Nov-1989	1682476 07-Apr-1992	JSG RAR	Next Renewal	07-Apr-2002
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United States of America

Remarks:

Class: 37 Goods: repair, maintenance and custom construction of underground pipes

Client Status Report

Client: 6081 Miller Pipeline Corporation

Client-Matter # Status

Application Number/Date

Registration Number/Dat

Attorney(s) Next Action(s)

Due Date(s)

29-Jan-2001

Next Renewal

JSG

1633202

74/045670

RAR

29-Jan-1991

04-Apr-1990

6081-27998

Registered

United States of America

Remarks:

Class: 17 Goods: plastic pipe for conveying wastewater, potable water or natural gas; plastic pipe for the custom construction of pipelines for wastewater, potable water or natural gas

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF DECEMBER 13, 2000**

LICENSE AGREEMENTS

Attached:

None