

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383839

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNITED STATES PIPE AND FOUNDRY COMPANY, LLC		04/15/2016	Limited Liability Company: ALABAMA
CUSTOM FAB, INC.		04/15/2016	Corporation: FLORIDA
Griffin Pipe Products Co., LLC		04/15/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	0735180	
Registration Number:	3947208	FAST FABRICATORS
Registration Number:	3923143	FAST FABRICATORS
Registration Number:	1358033	FIELD LOK
Registration Number:	2211343	FIELD LOK 350
Registration Number:	926864	FLANGE-TYTE
Registration Number:	3645051	FULL FACE FLANGE-TYTE
Registration Number:	3413010	HP LOK
Registration Number:	2813594	MJ FIELD LOK
Registration Number:	3112733	MJ FIELD LOK
Registration Number:	3061160	MJ FIELD LOK
Registration Number:	3061161	MJ FIELD LOK
Registration Number:	1414630	PERMAFUSE
Registration Number:	1724982	POLYTHANE
Registration Number:	3765528	RING FLANGE-TYTE

OP \$1240.00 0735180

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1547962	TR FLEX GRIPPER
Registration Number:	4317425	TR TELE FLEX
Registration Number:	1266141	TRIM TYTE
Registration Number:	1340059	TRIM TYTON
Registration Number:	661920	TYTON
Registration Number:	689360	TYTON
Registration Number:	715983	TYTON
Registration Number:	1000063	TYTON
Registration Number:	1004188	TYTON
Registration Number:	646725	TYTON JOINT
Registration Number:	661552	TYTON JOINT
Registration Number:	1478262	U.S. PIPE
Registration Number:	696636	USIFLEX
Registration Number:	757356	USIFLEX
Registration Number:	1152887	USP
Registration Number:	641265	USP
Registration Number:	4152490	VITCO
Registration Number:	1662197	XTRA FLEX
Registration Number:	4430102	US PIPE FABRICATION
Registration Number:	4472238	US PIPE FABRICATION
Registration Number:	4605977	NXT
Serial Number:	85642103	NXT
Serial Number:	86242587	TR-XTREME
Registration Number:	4339975	NXT
Registration Number:	3981436	SG-14
Registration Number:	1266864	TR FLEX
Registration Number:	2021937	TR FLEX
Registration Number:	2283075	GRIFFIN
Registration Number:	2283076	GRIFFIN-20
Registration Number:	3803494	TALON
Registration Number:	4427477	CUSTOM CF FAB
Registration Number:	4349110	SURROUND YOURSELF WITH PEOPLE YOU CAN TR
Registration Number:	4344428	QUALITY FABRICATIONS FOR THE WATERWORKS
Serial Number:	86753922	US-CUSTOM FAB

CORRESPONDENCE DATA

Fax Number: 8668265420

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.

TRADEMARK

REEL: 005790 FRAME: 0090

Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE: /pja/

DATE SIGNED: 05/10/2016

Total Attachments: 43

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JUNIOR LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 15, 2016 (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 Credit Suisse AG, as administrative agent and collateral agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF9 Concrete Ltd, a company incorporated under the laws of the Bailiwick of Jersey ("Jersey") with registered number 117753 (including its permitted successors, "Holdings"), LSF9 Concrete Holdings Ltd, a company incorporated under the laws of Jersey with registered number 117752 (including its permitted successors, "Mid-Holdings"), and Stardust Finance Holdings, Inc., a Delaware corporation (including its permitted successors, the "Borrower") have entered into a Junior Lien Term Loan Credit Agreement, dated as of March 13, 2015 (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 the Administrative 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 Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Junior Lien Guarantee and Collateral Agreement, dated as of March 13, 2015, in favor of the Administrative 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, the Grantors have granted to the Administrative Agent, for the ratable 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, United States Patent and Trademark Office or Canadian Intellectual Property 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 Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable 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 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.

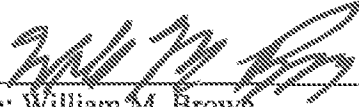
SECTION 7 Senior/Junior Intercreditor Agreement and ABL Intercreditor Agreement Govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Senior Lien Obligations and/or any ABL Obligations are subject to the provisions of the Senior/Junior Intercreditor Agreement and/or the ABL Intercreditor Agreement, as applicable. In the event of any conflict or inconsistency between the provisions of the Senior/Junior Intercreditor Agreement or the ABL Intercreditor Agreement, as applicable, and this Agreement with respect to the Collateral and Liens securing any Senior Lien Obligations or ABL Obligations, as applicable, the provisions of the Senior/Junior Intercreditor Agreement or the ABL Intercreditor Agreement, as applicable, shall prevail. As used in this Section 7, (x) “Senior Lien Obligations” shall have the meaning given to such term in the Senior/Junior Intercreditor Agreement and (y) “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.


**UNITED STATES PIPE AND FOUNDRY
COMPANY, LLC**

By: 
Name: William M. Brown
Title: Vice President

CUSTOM FAB, INC.

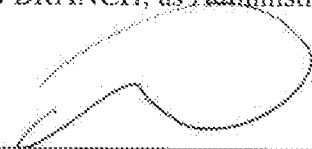
By: 
Name: William M. Brown
Title: Vice President

GRIFFIN PIPE PRODUCTS CO., LLC

By: 
Name: William M. Brown
Title: Vice President


CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Administrative
Agent,

by



Name: Mikhail Faybusovich
Title: Authorized Signatory

by



Name: Warren Van Heyst
Title: Authorized Signatory

[Junior Lien IP Security Agreement]

TRADEMARK
REEL: 005790 FRAME: 0098

COPYRIGHTS

United States Copyrights:

Owner	Title	Registration No.	Registration Date
United States Pipe and Foundry Company, LLC	Melting Weighing System	TXu000235307	4/7/1986
United States Pipe and Foundry Company, LLC	Weigh Station Inventory ID & Routing System	TXu000916784	9/13/1999
Custom Fab, Inc.	Custom Fab	VA0001883827	7/30/2012
Custom Fab, Inc.	Custom Fab Glass Lining Brochure	VA0001857003	8/1/2012
Custom Fab, Inc.	Lining and Coating Process of a Protecto 401 Ceramic Epoxy Lined Ductile Iron Fitting	VA0001843261	7/31/2012
Custom Fab, Inc.	Plate Hydrostatically Testing Ductile Iron Flanged Pipe, Full Load Hydrostatically Testing Ductile Iron Pipe	VA0001865824	7/12/2012
Custom Fab, Inc.	President Portrait 1998	VA0001839280	7/31/2012
Griffin Pipe Products Co., LLC	Computer Aided Thickness Design of Ductile Iron Pipe	TXu000286533	6/24/1987

Copyright License Agreements

1. Protecto 401 Ceramic Epoxy Supply and Applicator License Agreement, dated November 1, 2013, by and between Custom Fab, Inc. as successor-in-interest to Clear Water Manufacturing Corporation and Induron Coatings, Inc.

TRADEMARKS

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	Design mark (2 white, circumferential stripes)	United States	72/106859	20-Oct-60	0735180	31-Jul-62
United States Pipe and Foundry Company, LLC	FAST FABRICATORS	United States	85/088834	20-Jul-10	3947208	19-Apr-11
United States Pipe and Foundry Company, LLC	FAST FABRICATORS (stylized)	United States	85/088830	20-Jul-10	3923143	22-Feb-11
United States Pipe and Foundry Company, LLC	FIELD LOK	Canada	720664	15-Jan-93	TMA443879	16-Jun-95
United States Pipe and Foundry Company, LLC	FIELD LOK	United States	73/505851	26-Oct-84	1358033	30-Sep-85
United States Pipe and Foundry Company, LLC	FIELD LOK 350	United States	74/598217	14-Nov-94	2211343	15-Dec-98
United States Pipe and Foundry Company, LLC	FLANGE-TYTE	United States	72/379310	21-Dec-70	926864	11-Jan-72
United States Pipe and Foundry Company, LLC	FULL FACE FLANGE-TYTE	United States	78/909222	15-Jun-06	3645051	23-Jun-09

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	HP LOK	Afghanistan	9264	25-Sep-06	7660	19-Oct-06
United States Pipe and Foundry Company, LLC	HP LOK	Albania	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Algeria	061600	11-Jun-06	74320	01-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Armenia	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Australia	1155210	12-Jun-06	1155210	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Austria	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Belarus	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Benelux	909074	12-Jun-06	909074	09-Apr-07
United States Pipe and Foundry Company, LLC	HP LOK	Bulgaria	909074	12-Jun-06	909074	12-Jun-06

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	HP LOK	Canada	1306207	21-Jun-06	TMA745,717	19-Aug-09
United States Pipe and Foundry Company, LLC	HP LOK	China	909074	12-Jun-06	G909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Croatia	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Czech Republic	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Denmark	MP909074	12-Jun-06	MP909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Egypt	187906	11-Jun-06	AGIP Egypt Ref 4030900763	Considered Lapsed
United States Pipe and Foundry Company, LLC	HP LOK	Estonia	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	European Union	0909074	12-Jun-06	000909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Finland	909074	12-Jun-06	909074	12-Jun-06

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	HP LOK	France	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Georgia	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Germany	909074	12-Jun-09	909074	12-Jun-09
United States Pipe and Foundry Company, LLC	HP LOK	Greece	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Hungary	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	India	1458879	12-Jun-06	688982	07-Mar-08
United States Pipe and Foundry Company, LLC	HP LOK	International/ Madrid	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Iraq	49580	11-Jun-06	49580	25-Nov-14
United States Pipe and Foundry Company, LLC	HP LOK	Ireland	909074	12-Jun-06	909074	12-Jun-06

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	HP LOK	Italy	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Japan	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Jordan	86246	11-Jun-06	86246	04-Mar-07
United States Pipe and Foundry Company, LLC	HP LOK	Kuwait	78063	26-Jun-06	66145	26-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Latvia	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Liechtenstein	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Lithuania	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Macedonia	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Mexico	787963	12-Jun-06	1008410	26-Oct-07

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	US Pipe	Mexico	1576087	10-Feb-2015	1556452	21-Jul-15
United States Pipe and Foundry Company, LLC	US Pipe	Mexico	1576086	10-Feb-2015	Registratio n pending	
United States Pipe and Foundry Company, LLC	US Pipe	Mexico	1576085	10-Feb-2015	Registratio n pending	
United States Pipe and Foundry Company, LLC	HP LOK	Morocco	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Norway	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Oman	40396	11-Jun-06	40396	23-Jan-07
United States Pipe and Foundry Company, LLC	HP LOK	Poland	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Portugal	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Qatar	40084	11-Jun-06	40084	12-Feb-09

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	HP LOK	Russian Federation	909074	12-Jun-06	909074	30-Jun-08
United States Pipe and Foundry Company, LLC	HP LOK	Saudi Arabia	99237939	11-Jun-06	1114/59	16-Dec-09
United States Pipe and Foundry Company, LLC	HP LOK	Slovak Republic	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Slovenia	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	South Africa	2006/12786	09-Jun-06	2006/12786	13-Dec-05
United States Pipe and Foundry Company, LLC	HP LOK	South Korea	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Spain	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Sweden	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Taiwan	095030251	12-Jun-06	01285097	01-Nov-07

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	HP LOK	Tunisia	EE06.1523	12-Jun-06	EE06.1523	04-Dec-07
United States Pipe and Foundry Company, LLC	HP LOK	Turkey	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Turkmenistan	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	Ukraine	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	United Arab Emirates	81708	11-Jun-06	90699	23-Jul-08
United States Pipe and Foundry Company, LLC	HP LOK	United Kingdom	909074	12-Jun-06	909074	12-Jun-06
United States Pipe and Foundry Company, LLC	HP LOK	United States	78/772435	13-Dec-05	3413010	15-Apr-08
United States Pipe and Foundry Company, LLC	HP LOK	Yemen	37132	22-Nov-06	30673	13-Aug-07
United States Pipe and Foundry Company, LLC	MJ FIELD LOK	United States	76/321837	05-Oct-01	2813594	10-Feb-04

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	MJ FIELD LOK	United States	78/401824	14-Apr-04	3112733	04-Jul-06
United States Pipe and Foundry Company, LLC	MJ FIELD LOK & Design	United States	78/416366	11-May-04	3061160	21-Feb-06
United States Pipe and Foundry Company, LLC	MJ FIELD LOK & Design	United States	78/416368	11-May-04	3061161	21-Feb-06
United States Pipe and Foundry Company, LLC	PERMAFUSE	United States	73/557937	12-Sep-85	1414630	28-Oct-86
United States Pipe and Foundry Company, LLC	POLYTHANE	United States	74/133086	24-Jan-91	1724982	20-Oct-92
United States Pipe and Foundry Company, LLC	RING FLANGE- TYTE	United States	78/909225	15-Jun-06	3,765,528	23-Mar-10
United States Pipe and Foundry Company, LLC	TR FLEX GRIPPER	United States	73/734952	17-Jun-88	1547962	18-Jul-89
United States Pipe and Foundry Company, LLC	TR TELE FLEX	United States	77/901,734	28-Dec-09	4317425	09-Apr-13
United States Pipe and Foundry Company, LLC	TRIM TYTE (Expired)	United States	73/400288	18-Oct-82	1266141	07-Feb-84

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TRIM TYTON	Canada	1326454	01-Dec-06	TMA7172 35	23-Jun-08
United States Pipe and Foundry Company, LLC	TRIM TYTON	United States	73/510031	21-Nov-84	1340059	11-Jun-85
United States Pipe and Foundry Company, LLC	TYTON (Expired)	Algeria	157	20-Mar-83	33780	20-Mar-83
United States Pipe and Foundry Company, LLC	TYTON	Australia	161194	13-Jul-60	161194	13-Jul-60
United States Pipe and Foundry Company, LLC	TYTON	Australia	161195	13-Jul-60	161195	13-Jul-60
United States Pipe and Foundry Company, LLC	TYTON	Austria	1586/58	04-Jul-58	40279	22-Dec-58
United States Pipe and Foundry Company, LLC	TYTON	Belize	1279.02	17-Dec-02	1279.02	17-Dec-02
United States Pipe and Foundry Company, LLC	TYTON	Benelux	0531922	15-Jun-71	0036980	15-Jun-71
United States Pipe and Foundry Company, LLC	TYTON	Bolivia	54362-A	19-Oct-58	A40041	03-Apr-59

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON (Expired)	Brazil	816547688	27-Dec-91	816547688	24-Aug-93
United States Pipe and Foundry Company, LLC	TYTON	Canada	0723493	23-Feb-93	TMA4408 69	24-Mar-95
United States Pipe and Foundry Company, LLC	TYTON	Chile	405,238	9-Feb-98	523152	30-Sep-98
United States Pipe and Foundry Company, LLC	TYTON	Chile	804370	02-Jul-97	821352	27-Feb-98
United States Pipe and Foundry Company, LLC	TYTON	Chile	834000	09-Feb-98	842388	30-Sep-98
United States Pipe and Foundry Company, LLC	TYTON	China	833422	23-Jun-94	833422	21-Apr-96
United States Pipe and Foundry Company, LLC	TYTON	China	94059039	02-Jun-94	834554	28-Apr-96
United States Pipe and Foundry Company, LLC	TYTON	Colombi a	94 38816	31-Aug-94	196953	18-Feb-97
United States Pipe and Foundry Company, LLC	TYTON	Colombi a	94 47835	20-Oct-94	174132	28-Feb-95

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON	Costa Rica	Not Available	Not Available	20883	10-Jan-59
United States Pipe and Foundry Company, LLC	TYTON	Cuba	2000-0306	24-Feb-00	2000-0306	31-Jul-03
United States Pipe and Foundry Company, LLC	TYTON	Cuba	2000-0307	24-Feb-00	2000-0307	31-Jul-03
United States Pipe and Foundry Company, LLC	TYTON	Czech Republic	35978	07-Feb-66	156790	27-Feb-66
United States Pipe and Foundry Company, LLC	TYTON	Czech Republic	125320	09-Sep-97	218283	09-Sep-97
United States Pipe and Foundry Company, LLC	TYTON	Denmark	195802749	15-Oct-58	195900903	23-May-59
United States Pipe and Foundry Company, LLC	TYTON	Ecuador	101340	12-Jan-00	5873-00	30-Aug-00
United States Pipe and Foundry Company, LLC	TYTON	Ecuador	19729	30-Mar-90	5253/90	03-Dec-90
United States Pipe and Foundry Company, LLC	TYTON	Egypt		17-Jan-72	47538	29-Oct-72

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON	El Salvador			6320BOO K24	7-Mar-97
United States Pipe and Foundry Company, LLC	TYTON	France	96651978	22-Nov-96	96651978	02-May-97
United States Pipe and Foundry Company, LLC	TYTON	Germany	U1272	02-Jul-58	744879	20-Jan-61
United States Pipe and Foundry Company, LLC	TYTON	Hungary	M7600121	01-Feb-66	118106	23-Feb-76
United States Pipe and Foundry Company, LLC	TYTON	India	273891	29-Jul-71	273891	29-Jul-71
United States Pipe and Foundry Company, LLC	TYTON	Ireland	101280	29-Mar-77	101280	29-Mar-77
United States Pipe and Foundry Company, LLC	TYTON	Italy	MI/2008/00985 52	08-Nov-58	1320377	20-Nov-59
United States Pipe and Foundry Company, LLC	TYTON	Japan	2001097655	31-Oct-01	4664739	18-Apr-03
United States Pipe and Foundry Company, LLC	TYTON (Expired)	Jordan	13554	09-Mar-72	13554	15-Jun-78

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON	Kuwait	5895	23-Nov-72	5895	23-Nov-72
United States Pipe and Foundry Company, LLC	TYTON	Lebanon	90463	12-Feb-72	50294	12-Feb-72
United States Pipe and Foundry Company, LLC	TYTON	Malaysia	2006-01265	25-Jan-06	6001265	30-Dec-09
United States Pipe and Foundry Company, LLC	TYTON	Malaysia	9406825	03-Aug-94	9406825	03-Aug-94
United States Pipe and Foundry Company, LLC	TYTON	Mexico	105605	29-Jan-91	428408	28-Dec-92
United States Pipe and Foundry Company, LLC	TYTON	Mexico	8775	29-Apr-86	354861	07-Nov-88
United States Pipe and Foundry Company, LLC	TYTON	Morocco	67241	22-Sept-58	67241	22-Sep-98
United States Pipe and Foundry Company, LLC	TYTON	New Zealand	66622	12-Jul-60	66622	12-Mar-62
United States Pipe and Foundry Company, LLC	TYTON	New Zealand	66623	12-Jul-60	66623	07-Sep-61

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON	Oman	4176	24-Apr-90	4176	19-Jan-97
United States Pipe and Foundry Company, LLC	TYTON	Oman	21480	12-Dec-99	21480	02-Aug-04
United States Pipe and Foundry Company, LLC	TYTON	Pakistan	T476217PK	22-Oct-58	142231	22-Oct-58
United States Pipe and Foundry Company, LLC	TYTON	Paraguay	916565	20-May-09	331606	04-May-10
United States Pipe and Foundry Company, LLC	TYTON	Paraguay	838988	19-Jun-97	326497	02-Dec-09
United States Pipe and Foundry Company, LLC	TYTON (Expired)	Peru	273438-2006	29-Dec-89	PI0085463	30-May-90
United States Pipe and Foundry Company, LLC	TYTON	Portugal	325864	28-Aug-97	325864	15-Jul-98
United States Pipe and Foundry Company, LLC	TYTON	Qatar	2990	07-Aug-82	2990	26-Dec-12
United States Pipe and Foundry Company, LLC	TYTON	Romania	004574	09-Jun-91	002504	29-Jan-95

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON	Russian Federation		14-Feb-66	31826	
United States Pipe and Foundry Company, LLC	TYTON	Saudi Arabia			48/12	25-Apr-1972
United States Pipe and Foundry Company, LLC	TYTON	Slovak Republic	35978	07-Feb-66	156790	27-Jun-66
United States Pipe and Foundry Company, LLC	TYTON	South Africa	332858	17-Oct-58	3328/58	17-Oct-58
United States Pipe and Foundry Company, LLC	TYTON	South Africa	332958	17-Oct-58	332958	17-Oct-58
United States Pipe and Foundry Company, LLC	TYTON	South Korea	9752122	08-Nov-97	431153	26-Nov-98
United States Pipe and Foundry Company, LLC	TYTON	South Korea	40-1997-0052122	08-Nov-97	400431153	26-Nov-98
United States Pipe and Foundry Company, LLC	TYTON	Switzerland	043651978	13-Sep-78	2P296161	31-Oct-78
United States Pipe and Foundry Company, LLC	TYTON (Expired)	Syria			9280	10-Nov-86

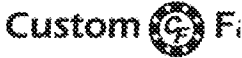
Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON	Taiwan	B 671TW	22-Oct-58	9386	01-Sep-59
United States Pipe and Foundry Company, LLC	TYTON	Taiwan	86057721	11-Nov-97	849638	01-May-99
United States Pipe and Foundry Company, LLC	TYTON	Turkey	98016939	30-Nov-98	203443	30-Nov-98
United States Pipe and Foundry Company, LLC	TYTON	United Arab Emirates	13524	10-Apr-96	15704	10-Apr-06
United States Pipe and Foundry Company, LLC	TYTON	United Kingdom	780763	13-Aug-58	780763	13-Aug-58
United States Pipe and Foundry Company, LLC	TYTON	United States	72/033303	05-Jul-57	661920	20-May-58
United States Pipe and Foundry Company, LLC	TYTON	United States	72/070763	02-Apr-59	689360	08-Dec-59
United States Pipe and Foundry Company, LLC	TYTON (Expired)	United States	72/103375	24-Aug-60	715983	30-May-61
United States Pipe and Foundry Company, LLC	TYTON	United States	73/016881	25-Mar-74	1000063	24-Dec-74

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON	United States	73/024976	21-Jun-74	1004188	11-Feb-75
United States Pipe and Foundry Company, LLC	TYTON (Expired)	Venezuela	1958011047	01-Jan-58	F037557	06-Oct-59
United States Pipe and Foundry Company, LLC	<u>TYTON in Katakana</u> TM 2276461 Abandoned due to address error for renewal notice. (Expired)	Japan	2276461	31-Oct-90	4664739	18-Apr-03
United States Pipe and Foundry Company, LLC	TYTON JOINT	Canada	0244461	22-Feb-58	TMA112179	14-Nov-58
United States Pipe and Foundry Company, LLC	TYTON JOINT	Canada	0244463	22-Feb-58	TMA112181	14-Nov-58
United States Pipe and Foundry Company, LLC	TYTON JOINT	Costa Rica	1900-2088406	03-Nov-58	20884	10-Jan-59
United States Pipe and Foundry Company, LLC	TYTON JOINT	Portugal	325865	28-Aug-97	325865	15-Jul-98
United States Pipe and Foundry Company, LLC	TYTON JOINT	United States	72/017843	19-Oct-56	646725	11-Jun-57

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	TYTON JOINT	United States	72/032708	26-Jun-57	661552	13-May-58
United States Pipe and Foundry Company, LLC	TYTON LOK	Australia	594212	15-Jan-93	594212	15-Jan-93
United States Pipe and Foundry Company, LLC	TYTON LOK	Australia	594995	29-Jan-93	594995	29-Jan-93
United States Pipe and Foundry Company, LLC	TYTON LOK	New Zealand	228594	15-Jul-93	228594	13-Nov-97
United States Pipe and Foundry Company, LLC	TYTON LOK	New Zealand	228595	15-Jul-93	228595	13-Nov-97
United States Pipe and Foundry Company, LLC	US PIPE	United States	73/632988	28-Nov-86	1478262	01-Mar-88
United States Pipe and Foundry Company, LLC	USIFLEX	Canada	0321958	30-Apr-69	TMA1685 22	26-Mar-70
United States Pipe and Foundry Company, LLC	USIFLEX	United States	72/075669	12-Jun-59	696636	26-Apr-60
United States Pipe and Foundry Company, LLC	USIFLEX	United States	72/163088	19-Feb-63	757356	24-Sep-63

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	USP Design	United States	73/200042	15-Jan-79	1152887	05-May-81
United States Pipe and Foundry Company, LLC	USP stylized	United States	72/009309	29-May-56	641265	12-Feb-57
United States Pipe and Foundry Company, LLC	VITCO	United States	85/106072	12-Aug-10	4152490	05-Jun-12
United States Pipe and Foundry Company, LLC	XTRA FLEX	United States	74/116715	19-Nov-90	1662197	29-Oct-91
United States Pipe and Foundry Company, LLC	US PIPE FABRICATIO N	United States	85/980143	15-Nov-12	4430102	5-Nov-13
United States Pipe and Foundry Company, LLC	US PIPE FABRICATIO N	United States	85/780079	15-Nov-12	4472238	21-Jan-14
United States Pipe and Foundry Company, LLC	NXT	United States	85/642225	4-Jun-12	4605977	16-Sep-14
United States Pipe and Foundry Company, LLC	NXT	United States	85/642,103	04-Jun-12		
United States Pipe and Foundry Company, LLC	TR-XTREME	United States	86/242587	04-Apr-14		

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
United States Pipe and Foundry Company, LLC	NXT	United States	85/642098	04-Jun-12	4339975	21-May-13
United States Pipe and Foundry Company, LLC	SG-14	United States	85177454	16-Nov-10	3981436	21-Jun-11
United States Pipe and Foundry Company, LLC	TR FLEX	United States	73403089	18-Nov-82	1266864	14-Feb-84
United States Pipe and Foundry Company, LLC	TR FLEX	United States	75005401	02-Oct-95	2021937	10-Dec-96
United States Pipe and Foundry Company, LLC	METALFIT	Mexico	1702486	14-Jan-16	Registration pending	
United States Pipe and Foundry Company, LLC	METALFIT	Mexico	1702485	14-Jan-16	Registration pending	
United States Pipe and Foundry Company, LLC	METALFIT	Mexico	1702487	14-Jan-16	Registration pending	
Griffin Pipe Products Co., LLC	GRIFFIN	United States	75516643	7/10/1998	2,283,075	10/5/1999
Griffin Pipe Products Co., LLC	GRIFFIN-20	United States	75516644	7/10/1998	2,283,076	10/5/1999
Griffin Pipe Products Co., LLC	TALON	United States	76697484	5/19/2009	3,803,494	6/15/2010

Owner	Title	Country	Serial No.	Filed	Reg. No.	Reg. Date
LLC		States				
Custom Fab, Inc.	CUSTOM CF FAB 	United States	85659837	7/23/2012	4427477	11/5/2013
Custom Fab, Inc.	SURROUND YOURSELF WITH PEOPLE YOU CAN TRUST	United States	85659829	7/23/2012	4349110	6/11/2013
Custom Fab, Inc.	QUALITY FABRICATIONS FOR THE WATERWORKS INDUSTRY	United States	85657873	7/21/2012	4344428	5/28/2013
Custom Fab, Inc.	US-CUSTOM FAB	United States	86753922	9/11/2015		

Trademark License Agreements

1. Trademark Cooperation Agreement dated April 1, 2012 by and between Mueller International, LLC and United States Pipe and Foundry Company, LLC.
2. Trademark License Agreement dated February 1, 1994, by and between Lafarge Calcium Aluminates, Inc., as Licensor, and Griffin Pipe, as Licensee.
3. Addendum and Amendment dated January 1, 2008 to License Agreement (dated October 23, 2006) by and between Tiroler Rohren - und Metallwerke AG and United States Pipe and Foundry Company, LLC.

Schedule 3

PATENTS

TRADEMARK
REEL: 005790 FRAME: 0122

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
United States Pipe and Foundry Company, LLC	<u>NON-DESTRUCTIVE THICKNESS MEASUREMENT SYSTEMS AND METHODS</u>	12346151	8,600,702	Issued	US
United States Pipe and Foundry Company, LLC	<u>Mechanical Pipe Joint, Gasket, and Method for Restraining Pipe Spigots in Mechanical Pipe Joint Bell Sockets</u>	10827159	7207606	Issued	US
United States Pipe and Foundry Company, LLC	<u>Centroidally Twistable Compression Ring for Pipe Joints</u>	10950263	7137653	Issued	US
United States Pipe and Foundry Company, LLC	<u>Anti-Corrosive Coating for Metal Surfaces</u> *Jointly owned with Sulzer Metco (US), Inc.	12315529	8293378	Issued	US
United States Pipe and Foundry Company, LLC	<u>Multi-Layer Anti-Corrosive Coating</u> *Jointly owned with Sulzer Metco (US), Inc.	12746114		Pending	US
United States Pipe and Foundry Company, LLC	<u>Anodic Encasement Corrosion Protection System for Underground Storage Tanks, and Metallic Component Thereof</u>	09598745	6331242	Issued	US
United States Pipe and Foundry Company, LLC	<u>Non-Contact Measuring Device</u>	09431633	6289600	Issued	US
United States Pipe and Foundry Company, LLC	<u>Anodic Encasement Corrosion Protection System for Pipe and Apurtenances, and</u>	09455974	6214203	Issued	US

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
	<u>Metallic Components Thereof</u>				
United States Pipe and Foundry Company, LLC	<u>Cement Lining Slinger Head Tachometer Assembly</u>	09127521	5938849	Issued	US
United States Pipe and Foundry Company, LLC	<u>Highly Ductile Reduced Imperfection Weld for Ductile Iron and Method for Producing Same</u>	09866258	6730876	Issued	US
United States Pipe and Foundry Company, LLC	<u>Non-Destructive Testing Method and Apparatus to Determine Microstructure of Ferrous Metal Objects</u>	09467314	6497151	Issued	US
United States Pipe and Foundry Company, LLC	<u>Protective Coating for Metal Surfaces</u>	12690568	8,697,251	Issued	US
United States Pipe and Foundry Company, LLC	<u>Pipe Gland</u>	29280063	D593642	Issued	US
United States Pipe and Foundry Company, LLC	<u>Pipe Gland</u>	29207349	D513793	Issued	US
United States Pipe and Foundry Company, LLC	<u>Pipe Gland Ear</u>	29168282	D515673	Issued	US
United States Pipe and Foundry Company, LLC	<u>Pipe Gland Ear</u>	29207352	D514669	Issued	US
United States Pipe and Foundry Company, LLC	<u>Pipe Gland</u>	29332854	D620086	Issued	US
United States Pipe and Foundry	<u>Improved Restraining Element for Pressure Pipe Joints</u>	MY1994PI 02457	MY-118935-A	Issued	MY

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
Company, LLC					
United States Pipe and Foundry Company, LLC	<u>Mechanical Pipe Joint, Gasket and Method for Restraining Pipe Spigots in Mechanical Pipe Joint Bell Sockets</u>	2563355	CA2563355	Issued	CA
United States Pipe and Foundry Company, LLC	<u>Mechanical Pipe Joint, Gasket and Method for Restraining Pipe Spigots in Mechanical Pipe Joint Bell Sockets</u>	MX2006P A12158	MXPAO6 012158	Issued	MX
United States Pipe and Foundry Company, LLC	<u>Pipe Gland Ear</u>	302004003 7930.00	397087	Issued	KR
United States Pipe and Foundry Company, LLC	<u>Centroidally Twistable Compression Ring for Pipe and Joints ("Snap Ring")</u>	2533746	CA2533746	Issued	CA
United States Pipe and Foundry Company, LLC	<u>Centroidally Twistable Compression Ring for Pipe and Joints ("Snap Ring")</u>	CN200480 27670.7	CN18603 24	Abandoned	CN
United States Pipe and Foundry Company, LLC	<u>Centroidally Twistable Compression Ring for Pipe Joints ("Snap Ring")</u>	272KOLN P06	252234	Issued	IN
United States Pipe and Foundry Company, LLC	<u>Centroidally Twistable Compression Ring for Pipe and Joints ("Snap Ring")</u>	JP2006528 282	JP200750 6925	Issued	JP
United States Pipe and Foundry Company, LLC	<u>Centroidally Twistable Compression Ring for Pipe Joints ("Snap Ring")</u>	KR200670 05907	KR20060 054470	Issued	KR
United States Pipe and	<u>Centroidally Twistable Compression Ring for</u>	PAa200600	269644	Issued	MX

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
Foundry Company, LLC	<u>Pipe Joints ("Snap Ring")</u>	3204			
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket For Mechanical Pipe Joint</u>	2006-003795	284555	Issued	MX
United States Pipe and Foundry Company, LLC	<u>Centroidally Twistable Compression Ring for Pipe Joints ("Snap Ring")</u>	RU20060109037	RU2322633	Issued	RU
United States Pipe and Foundry Company, LLC	<u>Anti-Corrosive Coating for Metal Surfaces</u>	PCTUS0813348	WO/2009/073196	Pending	WO
United States Pipe and Foundry Company, LLC	<u>Anti-Corrosive Coating For Metal Surfaces</u> *Jointly owned with Sulzer Metco (US), Inc.	6052010		Pending	AE
United States Pipe and Foundry Company, LLC	<u>Anti-Corrosive Coating For Metal Surfaces</u> *Jointly owned with Sulzer Metco (US), Inc.	2702638	CA2702638	Issued	CA
United States Pipe and Foundry Company, LLC	<u>Anti-Corrosive Coating For Metal Surfaces</u> *Jointly owned with Sulzer Metco (US), Inc.	472010		Pending	BH
United States Pipe and Foundry Company, LLC	<u>Anti-Corrosive Coating For Metal Surfaces</u> *Jointly owned with Sulzer Metco (US), Inc.	OMP20100086		Pending	OM
United States Pipe and Foundry Company, LLC	<u>Anti-Corrosive Coating For Metal Surfaces</u> *Jointly owned with	MX20100006082	MX2010006082	Issued	MX

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
	Sulzer Metco (US), Inc.				
United States Pipe and Foundry Company, LLC	<u>Protective Coating for Metal Surfaces</u>	2728345		Pending	CA
United States Pipe and Foundry Company, LLC	<u>Protective Coating for Metal Surfaces</u>	201117621		Pending	GCC
United States Pipe and Foundry Company, LLC	<u>Protective Coating for Metal Surfaces</u>	2011/000771		Pending	MX
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	49007	31745	Issued	Philippines
United States Pipe and Foundry Company, LLC	Pipe Gland	109312	109312	Abandoned	CA
United States Pipe and Foundry Company, LLC	Pipe Gland Ear	109313	109313	Abandoned	CA
United States Pipe and Foundry Company, LLC	Pipe Gland Ear	109327	109327	Abandoned	CA
United States Pipe and Foundry Company, LLC	Pipe Gland Ear	2004/001913	20684	Abandoned	MX
United States Pipe and Foundry Company, LLC	Pipe Gland	2004/001914	20712	Abandoned	MX
United States Pipe and Foundry Company, LLC	Pipe Gland Ear	2004/001912	20713	Abandoned	MX

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe</u>	10017889	6688652	Issued	US
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method For Securing Telescoped Pipe</u>	200234648 9	20023464 89	Issued	AU
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe</u>	BR200202 06977	BRPI0206 977-6	Issued	Brazil
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe (High Heel)</u>	2467572	CA24675 72	Issued	CA
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe (High Heel)</u>	2607873	CA26078 73	Issued	CA
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe (High Heel)</u>	CR200400 07371	CR7371	Issued	CR
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method For Securing Telescoped Pipe (High Heel)</u>	JP2003551 430	JP200551 1997	Issued	JP
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe</u>	764KOLN P2004	225986	Issued	IN
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method For Securing Telescoped Pipe (High Heel)</u>	200821202 7	4904547	Issued	JP
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe (High Heel)</u>	KR200870 27763	KR20080 104082	Issued	KR

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
Company, LLC	<u>Heel)</u>				
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe (High Heel)</u>	2784554 4	EP148118 7	Pending	EP
United States Pipe and Foundry Company, LLC	<u>Locking Device and Method for Securing Telescoped Pipe (High Heel)</u>	ES2002078 4554.4	ES236729 9	Issued	ES
United States Pipe and Foundry Company, LLC	<u>Restraining Gasket for Mechanical Joints of Pipes</u>	10841197	7093863	Issued	US
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joint Pipes</u>	10685914	7104573	Issued	US
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joints of Pipes</u>	200328283 7	20032828 37	Issued	AU
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joints of Pipes</u>	2536500	CA25365 00	Issued	CA
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joints of Pipes</u>	CN200381 10504	CA27097 37	Issued	CA
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joints of Pipes</u>	200380110 504	CN18603 21	Issued	CN
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joints of Pipes</u>	271/KOLN P/2006	227622	Issued	IN
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joints of Pipes</u>	P383681	206982	Issued	PL

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
United States Pipe and Foundry Company, LLC	<u>Energized Restraining Gasket for Mechanical Joints of Pipes</u>	RU20060110374	RU2336454	Issued	RU
United States Pipe and Foundry Company, LLC	<u>Restraining Gasket for Mechanical Joints of Pipes</u>	09590586	7108289	Issued	US
United States Pipe and Foundry Company, LLC	<u>Centrifugal Casting Method and Apparatus</u>	13/842,303	8,733,424	Issued	US
United States Pipe and Foundry Company, LLC	<u>Centrifugal Casting Method and Apparatus</u>	14/254,668	8,910,699	Issued	US
United States Pipe and Foundry Company, LLC	<u>Centrifugal Casting Method and Apparatus</u>	14/219,825	8,960,263	Issued	US
United States Pipe and Foundry Company, LLC	<u>Centrifugal Casting Method and Apparatus</u>	2902969		Pending	CA
United States Pipe and Foundry Company, LLC	<u>Centrifugal Casting Method and Apparatus</u>	14/172,483		Pending	US
United States Pipe and Foundry Company, LLC	<u>Centrifugal Casting Method and Apparatus</u>	PCT/US1429277	WO/2014/144742	Pending	PCT
United States Pipe and Foundry Company, LLC	<u>Separation-resistant Pipe Joint</u>	PCT/US1469810	WO/2015/089313	Pending	PCT
United States Pipe and Foundry Company, LLC	<u>Separation-resistant Pipe Joint</u>	2014/28523		Pending	GCC
United States Pipe and Foundry	<u>Gasket for Threaded Pipe Flange</u>	14/747,807		Pending	US

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
Company, LLC					
United States Pipe and Foundry Company, LLC	<u>Method of Welding Two Ductile Iron Workpieces for Achieving Highly Ductile Reduced Imperfection Weld</u>	02737228.3	EP1390173	Issued	EP
United States Pipe and Foundry Company, LLC	Method of Welding Two Ductile Iron Workpieces for Achieving Highly Ductile Reduced Imperfection Wel	JP2002593092	JP2004527381	Abandoned	JP
United States Pipe and Foundry Company, LLC	<u>Pipe or Fitting Joint and Method of Forming Such a Joint</u>	20020784554	1481187	Issued	EP
United States Pipe and Foundry Company, LLC	<u>Locking Device And Method For Securing Telescoped Pipe</u>	1020047008971		Rejected/Abandoned	KR
United States Pipe and Foundry Company, LLC	Restraining Element for Pressure Pipe Joints	CA19932102024	CA2102024	Expired	CA
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	AT1993017378	AT147842	Expired	AT
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	BG19950099718	BG62013	Expired	BG
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	94041666	CO4370795	Expired	Columbia
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	DK19940924619	DK670020	Expired	Denmark
United States Pipe and	Improved Restraining Element for Pressure Pipe	EG19930000696	EG20195	Expired	Egypt

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
Foundry Company, LLC	Joints				
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1993011 7378	0596394	Expired	France
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1993011 7378	DE693074 60	Expired	Germany
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1993011 7378	0596394	Expired	Great Britain
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	GR199904 02624	GR30315 37	Expired	Greece
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1994092 4619	EP067002 0	Expired	Ireland
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1993011 7378	0596394	Expired	Italy
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	MX1993/0 006684	MX93066 84	Expired	Mexico
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1994092 4619	EP067002 0	Expired	Netherlands
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	PL1994030 8907	PL308907	Expired	Poland
United States Pipe and Foundry Company, LLC	GASKET FOR PREVENTION OF SEPARATION OF TELECOPIIC PIPES	RU199300 49749	RU21065 66	Expired	Russian Fed.

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	ES1993011 7378	ES209618 2	Expired	Spain
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1994092 4619	EP067002 0	Expired	Sweden
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	EP1993011 7378	0596394	Expired	Switzerland
United States Pipe and Foundry Company, LLC	Improved Restraining Element for Pressure Pipe Joints	94/926	94/926	Expired	Turkey
United States Pipe and Foundry Company, LLC	Centroidally Twistable Compression Ring for Pipe Joints	4785101.9	No Data	Pending	European Union
United States Pipe and Foundry Company, LLC	Highly Ductile Reduced Imperfection Weld for Ductile Iron and Method for Producing Same	60235804.3		Expired	Germany
United States Pipe and Foundry Company, LLC	Highly Ductile Reduced Imperfection Weld for Ductile Iron and Method for Producing Same	02 737 228.3	EP139017 3	Expired	Italy
United States Pipe and Foundry Company, LLC	Improved Fixture for Pressure Tube Junction	JP1993029 7457	JPHO349 1167	Expired	JP
United States Pipe and Foundry Company, LLC	SEALING GASKET	RO199500 00917	RO11327 2	Expired	RO
United States Pipe and Foundry Company, LLC	Locking Device and Method for Securing Telescoped Pipe	AT200207 84554T	AT518088	Expired	AT
United States	Locking Device and	27845544	FR	Expired	FR

OWNER	TITLE	APPL. NO.	PATENT NO.	STATUS	COUNTRY
Pipe and Foundry Company, LLC	Method for Securing Telescoped Pipe		1481187		
United States Pipe and Foundry Company, LLC	Locking Device and Method for Securing Telescoped Pipe	27845544	60240647.1	Expired	DE
United States Pipe and Foundry Company, LLC	Locking Device and Method for Securing Telescoped Pipe	27845544	IT 1481187	Expired	IT
United States Pipe and Foundry Company, LLC	Locking Device and Method for Securing Telescoped Pipe	EP20020784554	EP 1481187	Expired	GB
Griffin Pipe Products Co., LLC	<u>Method for Lining Pipe with Calcium Alumina Cement</u>	08270009	5585141	Expired	US
Griffin Pipe Products Co., LLC	<u>Cupola Emission Control System</u>	09124609	6090180	ISSUED	US
Griffin Pipe Products Co., LLC	<u>Pipe Moving Method Apparatus and System</u>	09203902	6149376	ISSUED	US
Griffin Pipe Products Co., LLC	<u>Pipe Core Clean Out System</u>	09363681	6397923	ISSUED	US
Griffin Pipe Products Co., LLC	<u>Sand Core Breaking Apparatus and Method</u>	09595131	6425436	ISSUED	US
Griffin Pipe Products Co., LLC	<u>Control Casting Machine</u>	11906738	7770628	ISSUED	US

Patent License Agreements

1. Patent License Agreement dated April 1, 2012 by and between Mueller International, LLC and United States Pipe and Foundry Company, LLC.

2. License Agreement dated October 23, 2006 by and between Tiroler Rohren - und Metallwerke AG and United States Pipe and Foundry Company, LLC.
3. Cross License and Cooperation Agreement, undated, by and between Sulzer Metco (U.S.), Inc. and United States Pipe and Foundry Company, LLC.
4. Protecto 401 Ceramic Epoxy Supply and Applicator License Agreement, dated November 1, 2013, by and between Custom Fab, Inc. as successor-in-interest to Clear Water Manufacturing Corporation and Induron Coatings, Inc.
5. Griffin Pipe and US Pipe through the trade association DIPRA have the right to use and sell V-Bio® Enhanced Polyethylene Encasement technology. V-Bio® Enhanced Polyethylene Encasement can only be sold by DIPRA member companies.