

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of ABL Security Interest in Intellectual Property recorded at Reel 5956/Frame 0136		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/18/2022	Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Forterra Pipe & Precast, LLC		
Street Address:	511 E. John Carpenter Freeway, Suite 600		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Forterra Pressure Pipe, Inc.		
Street Address:	511 E. John Carpenter Freeway, Suite 600		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Corporation: OHIO		
Name:	Forterra Concrete Products, Inc.		
Street Address:	511 E. John Carpenter Freeway, Suite 600		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Corporation: IOWA		
Name:	United States Pipe and Foundry Company, LLC		
Street Address:	511 E. John Carpenter Freeway, Suite 600		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Limited Liability Company: ALABAMA		
Name:	Griffin Pipe Products Co., LLC		
Street Address:	511 E. John Carpenter Freeway, Suite 600		
City:	Irving		

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State/Country:	TEXAS
Postal Code:	75062
Entity Type:	Limited Liability Company: DELAWARE
Name:	Custom Fab, Inc.
Street Address:	511 E. John Carpenter Freeway, Suite 600
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	Corporation: FLORIDA
Name:	Bio Clean Environmental Services, Inc.
Street Address:	511 E. John Carpenter Freeway, Suite 600
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	Corporation: CALIFORNIA
Name:	Modular Wetland Systems, Inc.
Street Address:	511 E. John Carpenter Freeway, Suite 600
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	0993611	CEN-VI-RO
Registration Number:	1218861	STRESS-TITE
Registration Number:	1637384	SNAP RING
Registration Number:	1855776	PREMIER
Serial Number:	86436671	CROWNSPAN
Serial Number:	86646452	FORTERRA
Serial Number:	86684590	
Serial Number:	86646450	TERAVA
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:	0926864	FLANGE-TYTE
Registration Number:	3645051	FULL FACE FLANGE-TYTE

Property Type	Number	Word Mark
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
Registration Number:	1547962	TR FLEX GRIPPER
Registration Number:	4317425	TR TELE FLEX
Registration Number:	1266141	TRIM TYTE
Registration Number:	1340059	TRIM TYTON
Registration Number:	0661920	TYTON
Registration Number:	0689360	TYTON
Registration Number:	0715983	TYTON
Registration Number:	1000063	TYTON
Registration Number:	1004188	TYTON
Registration Number:	0661552	TYTON JOINT
Registration Number:	1478262	U.S. PIPE
Registration Number:	0696636	USIFLEX
Registration Number:	0757356	USIFLEX
Registration Number:	1152887	USP
Registration Number:	0641265	USP
Registration Number:	4152490	VITCO
Registration Number:	1662197	XTRA FLEX
Registration Number:	4430102	U.S. PIPE FABRICATION
Registration Number:	4472238	U.S. 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

Property Type	Number	Word Mark
Registration Number:	4349110	SURROUND YOURSELF WITH PEOPLE YOU CAN TR
Registration Number:	4344428	QUALITY FABRICATIONS FOR THE WATERWORKS
Serial Number:	86753922	US-CUSTOM FAB
Serial Number:	87168529	URBAN POND
Serial Number:	86928483	URBAN POND
Serial Number:	85854254	MODULAR WETLANDS
Serial Number:	85420292	WETLANDMOD
Serial Number:	77120641	MODULAR WETLANDS

CORRESPONDENCE DATA

Fax Number: 9494754754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 42473-00035

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 03/21/2022

Total Attachments: 23

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RELEASE OF ABL SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF ABL SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made as of March 18, 2022, by Bank of America, N.A., a United States banking association, in its capacity as administrative agent and collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties in favor of FORTERRA PIPE & PRECAST, LLC, a Delaware limited liability company (“Pipe”), FORTERRA PRESSURE PIPE, INC., an Ohio corporation (“Pressure”), FORTERRA CONCRETE PRODUCTS, INC., an Iowa corporation (“Concrete”), UNITED STATES PIPE AND FOUNDRY COMPANY, LLC, an Alabama limited liability company (“Foundry”), GRIFFIN PIPE PRODUCTS CO., LLC, a Delaware limited liability company (“Griffin”), CUSTOM FAB, INC., a Florida corporation (“Custom”), BIO CLEAN ENVIRONMENTAL SERVICES, INC., a California corporation (“Bio Clean”), MODULAR WETLAND SYSTEMS, INC., a California corporation (“Wetlands,” and Pipe, Pressure, Concrete, Foundry, Griffin, Custom, Bio Clean, and Wetlands are each a “Grantor” and collectively, “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Guarantee and Collateral Agreement (defined below).

W I T N E S S E T H:

WHEREAS, reference is made to that certain (i) ABL Credit Agreement, dated as of October 25, 2016, among Forterra, Inc., a Delaware corporation (“Holdings”), the other borrowers from time to time party thereto, the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”); (ii) ABL US Guarantee and Collateral Agreement, dated as of October 25, 2016, by Holdings, Grantors and the other grantors from time to time party thereto, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”); and (iii) ABL Intellectual Property Security Agreement, dated as of October 25, 2016, by Grantors, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “IP Security Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the IP Security Agreement, each Grantor has granted to the Agent for its benefit and the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the IP Collateral (as defined in the IP Security Agreement), including the Copyrights, Trademarks and Patents identified Schedules 1, 2, and 3 hereto;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on December 30, 2016 at Reel 041225 and Frame 0793 for Patents and at Reel 5956 and Frame 0136 for Trademarks and in the United States Copyright Office on December 21, 2016 at Volume 9940, Document No. 626 and in the Canadian Intellectual Property Office; and

WHEREAS, Grantors have requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby terminate, release and discharge the entirety of (a) its security interest in the IP Collateral, (b) all claims it may have, whether presently existing or hereafter acquired or created, pursuant to the IP Security Agreement to the IP Collateral and (c) the IP Security Agreement.

Any right, title or interest of the Agent in the IP Collateral shall hereby terminate, cease and become void. The Agent hereby reassigns, retransfers and reconveys to the Grantors (as applicable) any and all right, title or interest of the Agent in, to or under the IP Collateral.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed and delivered as of the date first written above.

BANK OF AMERICA, N.A., as Agent

By: 
Mark Porter, Senior Vice President

[Signature Page to Release of ABL Intellectual Property Security Agreement]