

2/24/04

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼

02-26-2004

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

To the Honorable Commissioner

102678167

,hed original documents or copy thereof.

1. Name of conveying party(ies):

Abe1 Pumps, L.P.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: February 6, 2004

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal

Address: _____

Street Address: 1111 Fannin Street, 10th FL

City: Houston State: Texas Zip: 77002

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,478,313; 1,392,966

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jay E. Sloman

Name of Person Signing

Signature

Feb. 17 2004

Date

02/25/2004 DRYNE 00000080 1478313

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002918 FRAME: 0946

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST, dated as of February 6, 2004 is executed by Abel Pumps, L.P., a Delaware limited partnership ("Debtor"), in favor of JPMorgan Chase Bank, as Administrative Agent ("Secured Party").

A. Pursuant to a Credit Agreement dated as of December 29, 2003 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") among Roper Industries, Inc. (the "Parent") and certain subsidiaries of the Parent (together with the Parent, the "Borrowers"), the Lenders, the Syndication Agent, the Documentation Agent and the Administrative Agent, each Lender has agreed to extend certain credit facilities to the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement. Unless otherwise defined herein, capitalized terms are used herein as defined in the Credit Agreement. Debtor has granted a security interest to Secured Party in certain assets of Debtor to secure Debtor's obligations under the Loan Documents pursuant to a Guarantee and Collateral Agreement dated as of December 29, 2003 between the Borrowers and Secured Party (as amended, modified or supplemented, the "Agreement").

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule completeness or accuracy.

D. Debtor owns the letters patent, and/or applications for letters patent, for the jurisdictions more particularly described on Schedule 1-B annexed hereto as part hereof, which patents are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Patents");

E. Schedule 1-B hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Patents in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, of any addition or change which is necessary to be made to Schedule 1-B in order to maintain such schedule completeness or accuracy.

F. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks and Patents (including any reissue, continuation, continuation-in-part or extension thereof), together with the goodwill of the business symbolized by the Trademarks and Patents (including any reissue, continuation, continuation-in-part or extension thereof), and the applications and registrations thereof, including any and all causes of action which may exist by reason of infringement thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

Secured Party's address is:

JPMorgan Chase Bank
1111 Fannin Street, 10th Floor
Houston, Texas 77002
Attention: Linda Escamilla

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

Abel Pumps, L.P.

By: 

Name: Martin Headley

Title: Vice President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

U.S. TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date
ABEL	US 1,478,313	1-Mar-2008
Trademark Elephant	US 1,392,966	13-May-2006

FOREIGN TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date
ABEL logo	Germany 35,588	16-May-2011
ABEL logo	Germany Class 7 35,999	10-Nov-2000
ABEL logo	EU 35,839	24-Jan-2011
ABEL logo	South Africa 35,840	4-Sep-2010
ABEL logo	Germany Class 7,9 35,589	17-May-2011
ABEL logo	Brazil 40,284	26-Oct-2009

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

U.S. PATENTS

<u>Subject</u>	<u>Application/ Patent Number</u>	<u>Expired / Abandoned Date</u>
EM Pump	5,649,809	29-Nov-2015
Solids Handling Pump with Direct Feed	5,690,478	19-Dec-2015

FOREIGN PATENTS

<u>Subject</u>	<u>Application/ Patent Number</u>	<u>Expired / Abandoned Date</u>
Control System for Filter Press Feed	Germany 40 898-19	
Control System for Filter Press Feed	PCT 42 541-19	
Electronical Membrane Stroke Control	Germany 39-100-22	28-Dec-2015
EM Pump	EPO 39 280	20-Dec-2015
EM Pump	Japan 39 282-19	8-Dec-2015
EM Pump	India 39 284	28-Nov-2009
HM Pump with Fabric Reinforced Membrane	Germany 37 910	31-Mar-2015
Hydraulically driven Membrane Pump	Germany 42 690-19	20-Nov-2009
Small Patent Collar Membrane for SM Pump	Germany 39 099	25-Aug-2005
Solids Handling Pump with Direct Feed	Germany 38 686-19	
Solids Handling Pump with Direct Feed	France 39 307	26-Dec-2015
Solids Handling Pump with Direct Feed	Germany 38 744	30-Dec-2002
	Germany 39 563	29-Dec-2003
	Germany 41 743-19	9-Dec-2008