

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEZURIK, INC.		10/05/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	109 South Seventh Street, 4th Floor		
<b>Internal Address:</b>	MAC N9312-040		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55479		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1881840	APCO WILLAMETTE	
<b>Registration Number:</b>	1878441	WILLAMETTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)766-1600		
<b>Phone:</b>	612-766-6911		
<b>Email:</b>	scarlson@faegre.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Susan Carlson, Faegre & Benson LLP		
<b>Address Line 1:</b>	90 South 7th Street, Suite 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>Signature:</b>	/e/ Susan Carlson		
<b>Date:</b>	10/13/2011		

OP \$65.00 1881840

**900204581**

**TRADEMARK**  
**REEL: 004641 FRAME: 0288**

**Total Attachments: 10**

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## FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This First Amendment (this "Amendment"), dated as of October 5, 2011, is entered into by and between DEZURIK, INC., a Delaware corporation (the "**Debtor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "**Secured Party**").

The Debtor, APCO Acquisition Company, LLC, a Delaware limited liability company ("**APCO**", and together with the Debtor, collectively, the "**Borrowers**"), and the Secured Party are parties to an Amended and Restated Credit and Security Agreement dated as of March 31, 2011, as amended by a First Amendment to Amended and Restated Credit and Security Agreement dated as of even date herewith (the "**First Amendment**") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which, among other things, the Secured Party has agreed to extend or continue to extend, as applicable, credit and other financial accommodations to the Borrowers.

As a condition to entering into the Credit Agreement, the Secured Party required that the Debtor execute an Amended and Restated Trademark Security Agreement by and between the Debtor and the Secured Party dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

As a condition of entering into the First Amendment, the Secured Party has required that the Security Agreement be further amended pursuant to the terms and subject to the conditions of this Amendment to grant the Lender a Security Interest in certain Trademarks owned by DeZURIK.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used in this Amendment which are defined in the Security Agreement shall have the meanings given to them therein.

2. Amendments.

(a) Exhibit A to the Security Agreement is hereby deleted in its entirety, and Exhibit A to this Amendment is hereby substituted therefor.

3. No Other Changes. Except as expressly amended by this Amendment, all of the terms and conditions of the Security Agreement and the Loan Documents (as defined in the Credit Agreement) shall remain in full force and effect.

4. Representations and Warranties. The Debtor hereby represents and warrants to the Secured Party as follows:

(a) The Debtor has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by the Debtor and constitutes the legal, valid and binding agreement of the Debtor, enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by principles of equity and any applicable bankruptcy, solvency or similar laws now or hereafter in effect affecting creditors' rights generally.

(b) The execution, delivery and performance by the Debtor of this Amendment has been duly authorized by all necessary corporate action and does not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Debtor, or the articles of incorporation or by-laws of the Debtor, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Debtor is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in Section 3 of the Security Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

5. References. All references in the Security Agreement to "this Agreement" shall be deemed to refer to the Security Agreement as amended hereby; any and all references to the Security Agreement in the other Loan Documents (as defined in the Credit Agreement) shall be deemed to refer to the Security Agreement as amended hereby.

6. No Waiver. The execution of this Amendment shall not be deemed to be a waiver of any Default (as defined in the Credit Agreement) or Event of Default (as defined in the Credit Agreement) under the Credit Agreement or breach, default or event of default under any other Loan Document (as defined in the Credit Agreement) held by the Secured Party, whether or not known to the Secured Party and whether or not existing on the date of this Amendment.

7. Costs and Expenses. The Debtor hereby reaffirms its agreement under Section 8.6 of the Credit Agreement to pay or reimburse the Secured Party for any and all reasonable out-of-pocket costs and expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Secured Party in connection with the preparation, filing or recording of the Loan Documents and any other document or agreement related hereto thereto. Without limiting the generality of the foregoing, the Debtor specifically agrees to pay all reasonable fees and disbursements of counsel to the Secured Party for the services performed by such counsel in connection with the preparation of this Amendment and any documents and instruments incidental hereto.

8. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

*Signature page follows*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

**DEZURIK, INC.,** as Debtor

By:   
Name: Larry Korf  
Title: Chief Executive Officer

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION,** as Secured  
Party

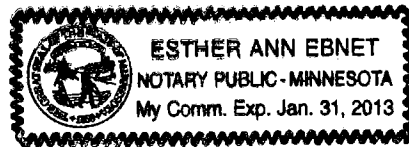
By: \_\_\_\_\_  
Name: Thomas G. Hedberg  
Title: Vice President

STATE OF Minnesota )  
 )  
COUNTY OF Stearns )

The foregoing instrument was acknowledged before me this \_\_\_ day of September, 2011, by Larry Korf, the Chief Executive Officer of DeZURIK, Inc. a Delaware corporation, on behalf of the corporation.

  
Notary Public

STATE OF MINNESOTA )  
 )  
COUNTY OF HENNEPIN )



The foregoing instrument was acknowledged before me this \_\_\_ day of September, 2011, by Thomas G. Hedberg, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

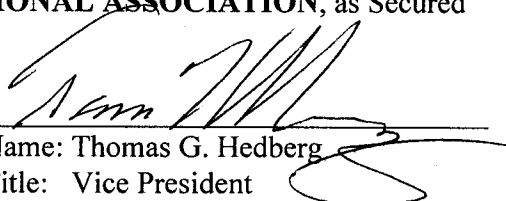
\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

**DEZURIK, INC.,** as Debtor

By: \_\_\_\_\_  
Name: Larry Korf  
Title: Chief Executive Officer

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION,** as Secured  
Party

By:   
Name: Thomas G. Hedberg  
Title: Vice President

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

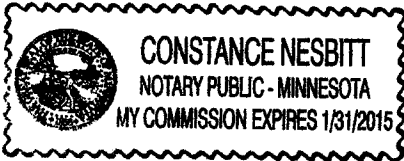
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\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
  )  
COUNTY OF HENNEPIN )





The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2011, by Thomas G. Hedberg, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

  
Notary Public







**ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**Registered Trademarks**

	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
1.	Australia	DEZURIK	264023
2.	Benelux	DeZURIK 	314715
3.	Brazil	DEZURIK	812220730
4.	Brazil	DeZURIK 	812220749
5.	Brazil	DeZURIK 	812220765
6.	Brazil	DEZURIK	006201873
7.	Brazil	DeZURIK 	006201881
8.	Canada	FLOWING	TMA264105
9.	Canada	UNIVAL	TMA623026
10.	Chile	DEZURIK	863891
11.	China	DEZURIK 德族瑞克 (in Chinese)	3148764
12.	China	DEZURIK 德族瑞克 (in Chinese)	3148763
13.	China	DEZURIK	3148762
14.	China	DEZURIK	3148761



	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
15.	China	SARTELL WATER CONTROLS, INC.	5771458
16.	China	SARTELL VALVES AND CONTROLS	5771459
17.	China	SARTELL VALVES AND CONTROLS	5771460
18.	European Community	DEZURIK	002920775
19.	France	DeZURIK 	1217168
20.	Georgia	UNIVAL	2520
21.	Germany	DeZURIK 	916399
22.	India	DEZURIK	377045
23.	Japan		1255983
24.	Japan	DEZURIK	1157131
25.	Mexico	DEZURIK	175645
26.	New Zealand		B134085
27.	New Zealand	DEZURIK	134084
28.	Singapore	DEZURIK	T98/06435Z
29.	South Africa	DEZURIK	1978/01945
30.	Sweden	UNIVAL	234571
31.	United Kingdom	UNIVAL	1450016

	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
32.	USA	ACCUTRAX	1886582
33.	USA	AIR-O-MOTOR	391758
34.	USA		777698
35.	USA	DEZURIK	777697
36.	USA	POWERRAC	1783298
37.	USA	SARTELL VALVES & CONTROLS	3596793
38.	USA		3633841
39.	USA	APCO WILLAMETTE	1881840
40.	USA	WILLAMETTE	1878441
41.	Canada	APCO	TMA179959
42.	Mexico	APCO	268676
43.	Argentina	APCO	2375654
44.	Argentina	APCO	2190939
45.	France	APCO	N1691006
46.	Germany		1187557
47.	United Kingdom	APCO	1161630
48.	United Kingdom	APCO	1161629

	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
49.	New Zealand	APCO	137944
50.	New Zealand	APCO	137945

**Trademark Applications**

	<u>Application No.</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date</u>
1.	006535249	European Community	UNIVAL	December 20, 2007

**Material Common Law Trademarks**

1. UNIVAL
2. POWERRAC
3. MAXUM
4. COMPAK
5. DR
6. TYPE 01
7. TYPE 05
8. G SERIES
9. RCV
10. PPE
11. BHP
12. BRS
13. BG2
14. SBC
15. SDP
16. KCB
17. KGC
18. KGN
19. KGS
20. KGI
21. KLS
22. KGL
23. KGU
24. KHP
25. KCS
26. PGV
27. WILLAMETTE
28. APCO

29. WILLAMETTE VALVE