

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALTERRA PRODUCTS, LLC	FORMERLY VALTERRA PRODUCTS, INC.	05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
VALTERRA PRODUCTS HOLDINGS, LLC		05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
ENSAMBLADORA HOLDINGS, LLC		05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GARRISON LOAN AGENCY SERVICES LLC		
Street Address:	1350 Avenue of the Americas		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2149281	BLADEX	
Registration Number:	1974911	VALTERRA	
Registration Number:	3118763	EZ COUPLER	
Registration Number:	3328019		
Registration Number:	3332911		
Registration Number:	3304891		
Registration Number:	4203959	VALTERRA	
Registration Number:	2389520	SLUNKY	
CORRESPONDENCE DATA			

OP \$215.00 2149281

Fax Number: 2147581550

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

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: Nam H. Huynh

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	029186.0128
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NAME OF SUBMITTER:	Nam H. Huynh
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Signature:	/Nam H. Huynh/
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Date:	05/31/2013
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Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made this 31st day of May, 2013, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GARRISON LOAN AGENCY SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity as collateral agent, together with its successors and assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **VALTERRA PRODUCTS, LLC**, a Delaware limited liability company, ("Borrower" and together with any other Person joining as a "Borrower" under the Credit Agreement, each a "Borrower" and collectively, "Borrowers"), **VALTERRA PRODUCTS HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), certain other Subsidiaries of Borrower party thereto from time to time, as Guarantors, the Lenders party thereto from time to time and **GARRISON LOAN AGENCY SERVICES LLC**, as Administrative Agent, Collateral Agent, Lead Arranger, Syndication Agent and Documentation Agent;

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") by and among Grantors (as defined in the Pledge and Security Agreement) and Collateral Agent; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "IP Collateral"); provided, however, the IP Collateral shall not include and no security interest is granted in any of the property excluded by Section 2.2 of the Pledge and Security Agreement:

(a) all of its trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, "Trademarks") and Trademark intellectual property licenses to which it is a party including those Trademarks referred to on Schedule I;

(b) all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part, reissues, reexaminations, renewal applications, and including renewals, extensions and reissues of the foregoing (collectively, "Patents") and Patent intellectual property licenses to which it is a party including those referred to on Schedule II;

(c) all goodwill of the business connected with the use of, and symbolized by, the Trademarks, Trademark intellectual property licenses, Patents and Patent intellectual property licenses; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Patent or any Trademarks or Patents exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark or Patent, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license or Patent intellectual property license.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the IP Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Collateral Agent unilaterally to modify this Security Agreement by amending (i) Schedule I to include any new trademark rights of each Grantor and (ii) Schedule II to include any new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Security Agreement or amend Schedule I or Schedule II, as applicable, shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I or Schedule II.

6. **COUNTERPARTS.** This Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Security Agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

7. **CONSTRUCTION.** This Security Agreement is a Credit Document. Unless the context of this Security Agreement clearly requires otherwise, references to the plural include the singular,

references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Security Agreement refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification or expense reimbursement Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

9. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING HERETO, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS SECURITY AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (a) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (b) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (c) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10.1 OF THE CREDIT AGREEMENT IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (e) AGREES THAT COLLATERAL AGENT RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. EACH GRANTOR HEREBY AGREES THAT PROCESS MAY BE SERVED ON IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES PERTAINING TO IT AS SPECIFIED IN SECTION 10.1 OF THE CREDIT AGREEMENT. ANY AND ALL SERVICE OF PROCESS AND ANY OTHER NOTICE IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE EFFECTIVE AGAINST ANY GRANTOR IF GIVEN BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY ANY OTHER MEANS OR MAIL WHICH REQUIRES A SIGNED RECEIPT, POSTAGE PREPAID, MAILED AS PROVIDED ABOVE.

11. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS SECURITY AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING OTHER THAN AS SET FORTH IN THE CREDIT AGREEMENT, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. IN THE EVENT ANY SUCH CLAIM OR CAUSE OF ACTION IS BROUGHT OR FILED IN ANY UNITED STATES FEDERAL COURT SITTING IN THE STATE OF CALIFORNIA OR IN ANY STATE COURT OF THE STATE OF CALIFORNIA, AND THE WAIVER OF JURY TRIAL SET FORTH IN THIS SECTION IS DETERMINED OR HELD TO BE INEFFECTIVE OR UNENFORCEABLE, THE PARTIES AGREE THAT ALL CLAIMS AND CAUSES OF ACTION SHALL BE RESOLVED BY REFERENCE TO A PRIVATE JUDGE SITTING WITHOUT A JURY, PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, BEFORE A MUTUALLY ACCEPTABLE REFEREE OR, IF THE PARTIES CANNOT AGREE, A REFEREE SELECTED BY THE PRESIDING JUDGE OF THE LOS ANGELES COUNTY, CALIFORNIA. SUCH PROCEEDING SHALL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA, WITH CALIFORNIA RULES OF EVIDENCE AND DISCOVERY APPLICABLE TO SUCH PROCEEDING. IN THE EVENT CLAIMS OR CAUSES OF ACTION ARE TO BE RESOLVED BY JUDICIAL REFERENCE, ANY PARTY MAY SEEK FROM ANY COURT HAVING JURISDICTION THEREOVER ANY PREJUDGMENT ORDER, WRIT OR OTHER RELIEF AND HAVE SUCH PREJUDGMENT ORDER, WRIT OR OTHER RELIEF ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW NOTWITHSTANDING THAT ALL CLAIMS AND CAUSES OF ACTION ARE OTHERWISE SUBJECT TO RESOLUTION BY JUDICIAL REFERENCE.

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IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

VALTERRA PRODUCTS HOLDINGS, LLC

By: Gregory D. Scott
Name: Gregory D. Scott
Title: Authorized Sr. Manager

VALTERRA PRODUCTS, LLC

By: Gregory D. Scott
Name: Gregory D. Scott
Title: Authorized Signatory

ENSAMBLADORA HOLDINGS, LLC

By: Gregory D. Scott
Name: Gregory D. Scott
Title: Authorized Signatory

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

029186.0128\4852-7457-4355.

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC, a
Delaware limited liability company

By: _____

Name:

Title:



JULIAN WELDON

SECRETARY

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005038 FRAME: 0725

SCHEDULE I**TRADEMARKS**

Title	Issue No.	Country	Grant
BLADEX	2,149,281	US	4/7/1998
VALTERRA	1,974,911	US	5/21/1996
EZ COUPLER	3,118,763	US	7/25/2006
RED F02-3103 DESIGN	3,328,019	US	10/30/2007
RED F02-3102 DESIGN	3,332,911	US	11/6/2007
RED F02-3101 DESIGN	3,304,891	US	10/2/2007
VALTERRA & DESIGN	4,203,959	US	9/11/2012
VALTERRA (CL 6)	7,934,551	CHINA	11/21/2011
VALTERRA (CL 9)	7,934,550	CHINA	3/7/2011
VALTERRA (CL 11)	7,934,549	CHINA	12/14/2011
VALTERRA (CL 17)	7,934,548	CHINA	1/7/2011
VALTERRA (CL 19)	7,934,547	CHINA	1/7/2011
VALTERRA (CL 20)	7,934,713	CHINA	3/21/2011
VALTERRA (CL 21)	7,934,712	CHINA	2/7/2011
VALTERRA STYLIZED (CL 6)	7,934,541	CHINA	11/21/2011
VALTERRA STYLIZED (CL 9)	7,934,540	CHINA	10/14/2012
VALTERRA STYLIZED (CL 11)	7,934,546	CHINA	12/14/2011
VALTERRA SYTLIZED (CL 17)	7,934,539	CHINA	1/7/2011
VALTERRA STYLIZED (CL 19)	7,934,538	CHINA	1/7/2011
VALTERRA STYLIZED (CL 20)	7,934,537	CHINA	2/21/2011
VALTERRA STYLIZED (CL 21)	7,934,556	CHINA	2/21/2011
VALTERRA (CL 6,9,11,12,17,19,20,21)	1,486,625	TAIWAN	11/16/2011
BLUE DEVIL STYLIZED (CL 1)	7,934,555	CHINA	PENDING
BLUE DEVIL STYLIZED (CL 9)	7,934,553	CHINA	3/7/2011
BLUE DEVIL STYLIZED (CL 11)	8,833,325	CHINA	PENDING
BLUE DEVIL STYLIZED (CL 21)	7,934,552	CHINA	2/21/2011
BLUE DEVIL STYLIZED (CL 22)	8,833,324	CHINA	2/21/2011
BLUE DEVIL STYLIZED (CL 7)	7,934,554	CHINA	7/28/2011
BLUE DEVIL (CL 1)	7,934,545	CHINA	9/7/2012
BLUE DEVIL (CL 9)	7,934,543	CHINA	3/7/2011
BLUE DEVIL (CL 11)	8,833,327	CHINA	PENDING
BLUE DEVIL (CL 21)	7,934,542	CHINA	2/21/2011
BLUE DEVIL (CL 22)	8,833,326	CHINA	11/28/2011
BLUE DEVIL (CL 7)	7,934,544	CHINA	7/28/2011
VALTERRA	TMA 337,724	CANADA	6/14/1996
VALTERRA (Australia -CL 28)	794903	AUSTRALIA	5/21/2009
VALTERRA (New Zealand-CL 28)	309495	NEW ZEALAND	12/20/1999
BLUE DEVIL STYLIZED (PRC-CL 9)	8,388,247	CHINA	6/27/2021
BLUE DEVIL (PRC-CL 9)	8,388,248	CHINA	6/27/2021
SLUNKY	2,389,520	US	9/26/2000

SCHEDULE II

PATENTS

Title	Issue No.	Country	Grant
EXPANSION RING	5,417,460	US	5/23/1995
AWNING HOOK	5,426,052	US	9/21/1993
VALVE ADAPTER LOCKING SYSTEM	5,704,659	US	1/6/1998
GATE VALVE ACTUATOR	7,810,786	US	10/12/2010
GATE VALVE CABLE	7,314,064 B2	US	1/1/2008
VEHICLE LEVELING DEVICE	7,980,532	US	7/19/2011
ROTATABLE COUPLING	2,565,560	CANADA	9/30/2008
ROTATABLE COUPLING	Pending	US	Appeal Pending
WASTE WATER VALVE SYSTEM	6,962,322 B1	US	11/8/2005
RV ELECTRIC VALVE	7,810,786	US	10/12/2010