

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	US Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarus Fluid Intelligence, LLC		08/16/2013	LIMITED LIABILITY COMPANY: ALASKA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Foreign Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2008844	CLARUS	
Registration Number:	3704530	CLARUS TECHNOLOGIES	
Registration Number:	3704529	CLARUS TECHNOLOGIES	
Registration Number:	4195558	CLARUS FLUID INTELLIGENCE	
Registration Number:	3875785	COMPREHENSIVE MONITORED FLUSH	
Registration Number:	3751696	FLUID INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	1111779-2220
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	08/16/2013
Total Attachments: 7 source=US IP Security Agreement Supplement (Clarus - Aug 2013)#page1.tif source=US IP Security Agreement Supplement (Clarus - Aug 2013)#page2.tif source=US IP Security Agreement Supplement (Clarus - Aug 2013)#page3.tif source=US IP Security Agreement Supplement (Clarus - Aug 2013)#page4.tif source=US IP Security Agreement Supplement (Clarus - Aug 2013)#page5.tif source=US IP Security Agreement Supplement (Clarus - Aug 2013)#page6.tif source=US IP Security Agreement Supplement (Clarus - Aug 2013)#page7.tif	

US INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This US INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “US IP Security Agreement Supplement”) dated as of August 16, 2013, is made by Clarus Fluid Intelligence, LLC (the “Grantor”) in favor of Deutsche Bank AG New York, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement).

WHEREAS, Colfax Corporation, a corporation organized under the laws of Delaware, as the US Borrower, Colfax UK Holdings Ltd, a company organized under the laws of England and Wales, as the European Borrower, and the subsidiaries of Colfax Corporation listed on the signature pages thereto as guarantors, have entered into a Credit Agreement dated as of September 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Deutsche Bank AG New York Branch, as Administrative Agent, the Lender Parties party thereto from time to time (as defined therein), and the other parties thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, the US Borrower, the European Borrower, and the Grantors identified therein have entered into the Letter of Credit Facility Agreement, dated as of January 13, 2012, with HSBC Bank USA, National Association, as L/C Issuer (said agreement, together with the HSBC letter of credit facility represented by (A) that certain amended and restated line letter agreement dated, as of January 13, 2012, among the US Borrower, the European Borrower and HSBC, (B) the related Amended and Restated Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower and HSBC and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing, in each case, as each such document is amended, restated, supplemented or otherwise modified, Refinanced or replaced from time to time, being the “Initial Additional First Lien L/C Agreement I”).

WHEREAS, the US Borrower, the European Borrower, and the Guarantors identified therein have entered into a guarantee and standby letter of credit facility with Barclays Bank PLC as described in (A) the Guarantee and Standby Letter of Credit Facility Letter, dated as of January 13, 2012, among the US Borrower, the European Borrower and Barclays, (B) the Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and Barclays and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement II”).

WHEREAS, the US Borrower, the European Borrower and the Guarantors identified therein have entered into an amended and restated bank guarantee and standby letter of credit facility with DNB Bank ASA (f/k/a DnB NOR Bank ASA) as described in (A) the Amended and Restated Bank Guarantee and Standby Letter of Credit Facility Letter dated as of January 13, 2012, among the US Borrower, the European Borrower and DNB, (B) the Amended and Restated Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and DNB, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement III”).

WHEREAS, the US Borrower, the European Borrower and the Grantors identified therein have entered into a guarantee and letter of credit facility with The Bank of Nova Scotia as

described in (A) the Guarantee and Letter of Credit Facility Letter dated as of January 13, 2012, among the US Borrower, the European Borrower and Scotiabank, (B) the Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and Scotiabank, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement IV”).

WHEREAS, pursuant to the Credit Agreement and the Additional First Lien L/C Documents (as defined in the Security Agreement), the Grantor and certain other Persons have executed and delivered that certain Security Agreement Supplement, dated as of August 16, 2013 supplementing that certain Security Agreement, dated as of January 13, 2012, among the US Borrower and the other Grantors party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Intellectual Property Security Agreement Supplement, dated as of August 16, 2013 supplementing that certain US IP Security Agreement, dated as of January 13, 2012, among the US Borrower and the other Grantors party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this US IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

Section 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all of the Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and servicemark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) all any and all claims for damages, injunctive, or other equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with

respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Section 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this US IP Security Agreement Supplement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Grantor.


Section 4. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this US IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This US IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This US IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this US IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:
8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759

CLARUS FLUID INTELLIGENCE, LLC
By: 
Name: MARK PAUL LEHMAN
Title: VICE PRESIDENT & ASSISTANT
SECRETARY

Accepted and Agreed to:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: Peter Cucchiara

Title:

Peter Cucchiara
Vice President

By: [Signature]

Title:

Lisa Wong
Vice President

SCHEDULE A

GRANTOR	PATENT TITLE	REGISTRATION / APPLICATION NO	FILING DATE
Clarus Fluid Intelligence, LLC	CONVERTIBLE FILTRATION SYSTEM	13/941,858	7/15/2013
Clarus Fluid Intelligence, LLC	PARTS WASHER WITH TORTUOUS PATH SETTLING CHAMBER	6568541	5/27/2003

SCHEDULE B

<u>Grantor</u>	<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Clarus Fluid Intelligence, LLC	CLARUS - Wordmark	2008844	10/15/1996
Clarus Fluid Intelligence, LLC	CLARUS TECHNOLOGIES - Wordmark	3704530	11/3/2009
Clarus Fluid Intelligence, LLC	CLARUS TECHNOLOGIES - Wordmark	3704529	11/3/2009
Clarus Fluid Intelligence, LLC	CLARUS FLUID INTELLIGENCE - Wordmark	4195558	8/21/2012
Clarus Fluid Intelligence, LLC	COMPREHENSIVE MONITORED FLUSH - Wordmark	3875785	11/16/2010
Clarus Fluid Intelligence, LLC	Fluid intelligence - Wordmark	3751696	2/23/2010