TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gardner Denver, Inc.		08/05/2013	CORPORATION: DELAWARE
Gardner Denver Nash, LLC		108/05/2013	LIMITED LIABILITY COMPANY: DELAWARE
Gardner Denver Thomas, Inc.		08/05/2013	CORPORATION: DELAWARE
Gardner Denver Water Jetting Systems, Inc.		08/05/2013	CORPORATION: TEXAS
Thomas Industries, Inc.		08/05/2013	CORPORATION: DELAWARE
Gardner Denver Oberdorfer Pumps, Inc.		08/05/2013	CORPORATION: DELAWARE
LeRoi International, Inc.		08/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	677 Washington Blvd., 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 104

Property Type	Number	Word Mark
Serial Number:	71446275	LE ROI
Serial Number:	73684344	LIFESAVER
Serial Number:	73331089	GEOQUIP
Serial Number:	75329292	BELLISS & MORCOM
Serial Number:	75182972	BELLISS & MORCOM
Serial Number:	75302499	BELLISS & MORCOM
Serial Number:	73571147	EMCO WHEATON
		TDADEMARK

Serial Number:	72204128	DRY-BREAK
Serial Number:	73099017	GD
Serial Number:	72362368	GARDNER DENVER
Serial Number:	77583561	GARDNER DENVER
Serial Number:	77628701	GD GARDNER-DENVER SINCE 1859
Serial Number:	75439751	GD GARDNER DENVER
Serial Number:	72315054	COMMANDAIR
Serial Number:	77470463	ELECTRA-SAVER
Serial Number:	75021482	TORQUE PLATE
Serial Number:	76331607	AEON
Serial Number:	71676098	CHAMPION
Serial Number:	72431623	CHAMPION
Serial Number:	77534772	GD
Serial Number:	75057724	HYDRAPAK
Serial Number:	75776267	AEON
Serial Number:	85124635	AIRGEN
Serial Number:	78537584	AQUALINE
Serial Number:	73581509	CENTURION
Serial Number:	77530470	CYCLOBLOWER
Serial Number:	73075652	DRUM
Serial Number:	73230226	DUROFLOW
Serial Number:	77530494	DUROFLOW
Serial Number:	77424375	ENDURAIR
Serial Number:	73121279	GD
Serial Number:	85619755	GD
Serial Number:	78430367	HELIFLOW
Serial Number:	72185485	HOFFMAN
Serial Number:	72261038	HOFFMAN
Serial Number:	77566123	INTEGRA
Serial Number:	73660617	INVINCIBLE
Serial Number:	75731223	LAMSON
Serial Number:	74670133	LEGEND
Serial Number:	73571348	OPI
Serial Number:	75464337	PUREAIR
Serial Number:	77379707	PZ
		TRADEMARK

	77379338	PZ11
Serial Number:	77377584	PZ9
Serial Number:	75496646	ROTORCHAMP
Serial Number:	78325385	TRIFLOW
Serial Number:	74022784	TURBOTRON
Serial Number:	78354310	TURBOTRON
Serial Number:	72186840	ELECTRA-SCREW
Serial Number:	77129117	ELMO RIETSCHLE
Serial Number:	78580545	NITROGEN ADVANTAGE
Serial Number:	73838631	TOUGH BREED
Serial Number:	76389641	VALUE PLUS
Serial Number:	78630606	WB-12
Serial Number:	78238377	WIDE BODY
Serial Number:	74573486	AUTO SENTRY
Serial Number:	74241759	CAT VAC
Serial Number:	74670543	EVACUATOR
Serial Number:	72408918	SUTORBILT
Serial Number:	75463924	GEOQUIP
Serial Number:	77852385	PUMPING PERFECTED
Serial Number:	71602866	MAGNAFLO
Serial Number:	76343875	SMARTMETER
Serial Number:	74352719	SMARTPIK
Serial Number:	72118349	VACU-MATIC
Serial Number:	78540364	AIR RELIEF
Serial Number:	78325615	CHAPARRAL
Serial Number:	78540350	AIR RELIEF
Serial Number:	78541441	ESP 20/20
Serial Number:	71183553	СРМС
Serial Number:	78085761	СНЕМКІТ
Serial Number:	74054200	CHEMSTEEL
Serial Number:	74226435	0
Serial Number:	74238325	
Serial Number:	75649962	VECTRA
Serial Number:	74602586	DRY-PRO
Serial Number:	77826902	ECO-FLO
<u> </u>	11	TRADEMARK

	71487793	N
Serial Number:	71551722	NASH
Serial Number:	77469851	WEBSENTRY
Serial Number:	72412111	THOMAS
Serial Number:	72413284	THOMAS
Serial Number:	74262044	THOMAS
Serial Number:	73110331	WOB-L
Serial Number:	72318936	MEDI-PUMP
Serial Number:	77608639	DUOSEAL
Serial Number:	77534965	CHEMSTAR
Serial Number:	78389683	DRYFAST
Serial Number:	86014656	THOMAS
Serial Number:	86014661	THOMAS
Serial Number:	72397494	WELCH
Serial Number:	78389686	DRYFAST ULTRA
Serial Number:	72209531	PARTEK
Serial Number:	72240331	LIQUA-BLASTER
Serial Number:	77671300	MULTI-BLASTER
Serial Number:	77608652	PRESSURE-TROL
Serial Number:	73780685	AMERICAN WATER BLASTER
Registration Number:	1300241	ECONOTROL
Serial Number:	73806034	THOMAS OIL-VAC
Serial Number:	73231935	SPRAYIT
Serial Number:	76029519	TWISTER
Serial Number:	74414035	ULTRA
Serial Number:	73192721	AIR PAC
Serial Number:	73682165	PREMIER 5000

CORRESPONDENCE DATA

Fax Number:

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

via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Terrence G. Boyle, Senior Paralegal

Address Line 1: 75 East 55th Street clo Paul Hastings, LLP

Address Line 4: New York, NEW YORK 10022

	Terrence G. Boyle, Senior Paralegal	
Signature:	/MARINA KELLY THOMSON REUTERS/	
Date:	08/28/2013	
Total Attachments: 14		
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Yes	
Gardner Denver, Inc.	Additional names, addresses, or citizenship attached? No	
	Name: UBS AG, Stamford Branch, as collateral agent	
Individual(s) Association	Street Address: 677 Washington Blvd., 6th Floor	
Partnership Limited Partnership	City; Stamford	
◯ Corporation- State: Delaware	State: Connecticut	
Other	Country: USA Zip: 06901	
Citizenship (see guidelines)	Individual(s) Citizenship	
Additional names of conveying parties attached? Yes No		
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship	
Execution Date(s) August 5, 2013	Limited Partnership Citizenship	
. , , , , , , , , , , , , , , , , , , ,	Corporation Citizenship	
Assignment Merger	Other Bank Citizenship Switzerland	
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes 🗵 No	
Other	l (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text	d identification or description of the Trademark. B. Trademark Registration No.(s)	
A. Hademark Application No.(s)	See Attached Schedule A	
See Attached Schedule A	Additional sheet(s) attached? Yes No	
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence	8. Total number of applications and	
concerning document should be mailed:	registrations involved:	
Name: Terrence G. Boyle, Senior Paralegal		
Internal Address: c/o Paul Hastings, LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
75.5 (155) 01	Authorized to be charged to deposit account	
Street Address: 75 East 55th Street	Enclosed	
Cjty; New York	8. Payment Information:	
State: New York Zip: 10022		
Phone Number: 212-318-6518		
	Deposit Account Number	
Docket Number:	Authorized User Name	
9. Signature:	. August 6, 2013	
Signature	Date	
Terrence G. Boyle	Total number of pages including cover 14	
Name of Person Signing	sheet, attachments, and document:	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd) to Trademarks Recordation Form Cover Sheet

Additional Parties

Entity	Jurisdiction of Organization	Type of Entity	Citizenship
Gardner Denver Nash, LLC	Delaware	LLC	USA-Delaware
Gardner Denver Thomas, Inc.	Delaware	Corporation	USA-Delaware
Gardner Denver Water Jetting Systems, Inc.	Texas	Corporation	USA-Texas
LeRoi International, Inc.	Delaware	Corporation	USA-Delaware
Thomas Industries, Inc.	Delaware	Corporation	USA-Delaware
Gardner Denver Oberdorfer Pumps, Inc.	Delaware	Corporation	USA-Delaware

FORM OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("<u>Agreement</u>"), dated as of August 5, 2013, is made by each of the Subsidiaries listed on the signature pages hereto (the "<u>Grantors</u>"), in favor of UBS AG, Stamford Branch, as collateral agent (the "<u>Agent</u>") for the several banks and other financial institutions (the "<u>Lenders</u>") from time to time parties to the Credit Agreement, dated as of July 30, 2013 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the U.S. Borrower, the other Borrowers from time to time party thereto, Renaissance Parent Corp., a Delaware corporation ("<u>Holdings</u>"), the Lenders party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors, the U.S. Borrower and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of July 30, 2013 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each of the Grantors has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, each of the Grantors agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Grant of Security Interest. Each of the Grantors hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in

basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1051 and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

<u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

051200-1104-14600-Active.14417521.1

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

GARDNER DENVER, INC., as Grantor

By: Uwa Name: Brent A. Walters Title: Vice President and Secretary GARDNER DENVER NASH LLC, as Grantor By: Name: Michael McGrath Title: President GARDNER DENVER OBERDORFER PUMPS INC., as Grantor By: Name: Michael McGrath Title: President GARDNER DENVER THOMAS, INC., as Grantor By:

Name: Michael McGrath

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005098 FRAME: 0544

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

GARDNER DENVER, INC., as Grantor

By:

Name: Brent A. Walters

Title: Vice President and Secretary

GARDNER DENVER NASH LLC, as Grantor

By:

Name: Michael McGrath

Title: President

GARDNER DENVER OBERDORFER PUMPS

INC., as Grantor

By:

Name: Michael McGrath

Title: President

GARDNER DENVER THOMAS, INC.,

as Grantor

By:

Name: Michael McGrath

Title: President

REEL: 005098 FRAME: 0545

GARDNER DENVER WATER JETTING SYSTEMS, INC., as Grantor

By:

Name: Michael McGrath

Title: President

LEROI INTERNATIONAL, INC., as Grantor

By:

Name: Michael McGrath

What I report

Title: President

THOMAS INDUSTRIES INC., as Grantor

By:

Name: Michael McGrath

Title: President

REEL: 005098 FRAME: 0546

UBS AG, STAMFORD BRANCH, as Administrative Agent and Collateral Agent

By:

Name: Lana Gifas

Title: Director

By:

Name: Joselin Fernandes

Title: Associate Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Registration/Serial Number	Title
Gardner Denver, Inc.	71/446,275	LE ROI
Gardner Denver, Inc.	73/684,344	LIFESAVER
Gardner Denver, Inc.	73/331,089	GEOQUIP
Gardner Denver, Inc.	75/329,292	BELLISS & MORCOM
Gardner Denver, Inc.	75/182,972	BELLISS & MORCOM
Gardner Denver, Inc.	75/302,499	BELLISS & MORCOM
Gardner Denver, Inc.	73/571,147	EMCO WHEATON
Gardner Denver, Inc.	72/204,128	DRY-BEAK
Gardner Denver, Inc.	73/684,344	LIFESAVER
Gardner Denver, Inc.	71/446,275	LE ROI
Gardner Denver, Inc.	73/099,017	G D
Gardner Denver, Inc.	72/362,368	GARDNER DENVER
Gardner Denver, Inc.	77/583,561	GARDNER DENVER
Gardner Denver, Inc.	77/628,701	GD GARDNER• DENVER SINCE 1859
Gardner Denver, Inc.	75/439,751	GD GARDNER DENVER
Gardner Denver, Inc.	72/315,054	COMMANDAIR
Gardner Denver, Inc.	73/571,147	EMCO WHEATON
Gardner Denver, Inc.	73/684,344	LIFESAVER
Gardner Denver, Inc.	77/470,463	ELECTRA-SAVER
Gardner Denver, Inc.	75/021,482	TORQUE PLATE
Gardner Denver, Inc.	72/204,128	DRY-BREAK

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Owner	Registration/Serial Number	Title
Gardner Denver, Inc	76/331,607	AEON
Gardner Denver, Inc.	71/676,098	CHAMPION
Gardner Denver, Inc.	72/431,623	CHAMPION
Gardner Denver, Inc.	77/534,772	GD
Gardner Denver, Inc.	75/057,724	HYDRAPARK
Gardner Denver, Inc.	75/776,267	AEON
Gardner Denver, Inc.	85/124,635	AIRGEN
Gardner Denver, Inc.	78/537,584	AQUALINE
Gardner Denver, Inc.	73/581,509	CENTURION
Gardner Denver, Inc.	77/530,470	CYCLOBLOWER
Gardner Denver, Inc.	73/075,652	DRUM
Gardner Denver, Inc.	73/230,226	DUROFLOW
Gardner Denver, Inc.	77/530,494	DUROFLOW
Gardner Denver, Inc.	77/424,375	ENDURAIR
Gardner Denver, Inc.	73/121,279	GD
Gardner Denver, Inc.	85/619,755	GD
Gardner Denver, Inc.	73/331,089	GEOQUIP
Gardner Denver, Inc.	78/430,367	HELIFLOW
Gardner Denver, Inc.	72/185,485	HOFFMAN
Gardner Denver, Inc.	72/261,038	HOFFMAN
Gardner Denver, Inc.	77/566,123	INTEGRA
Gardner Denver, Inc.	73/660,617	INVINCIBLE
Gardner Denver, Inc.	75/731,223	LAMSON
Gardner Denver, Inc.	74/670,133	LEGEND

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Owner	Registration/Serial Number	Title
Gardner Denver, Inc.	73/571,348	OPI
Gardner Denver, Inc.	75/464,337	PUREAIR
Gardner Denver, Inc.	77/379,707	PZ
Gardner Denver, Inc.	77/379,338	PZ11
Gardner Denver, Inc.	77/377,584	PZ9
Gardner Denver, Inc.	75/496,646	ROTORCHAMP
Gardner Denver, Inc.	78/325,385	TRIFLOW
Gardner Denver, Inc.	74/022,784	TURBOTRON
Gardner Denver, Inc.	78/354,310	TURBOTRON
Gardner Denver, Inc.	75/329,292	BELLISS & MORCOM
Gardner Denver, Inc.	72/186,840	ELECTRA-SCREW
Gardner Denver, Inc.	77/129,117	ELMO RIETSCHLE
Gardner Denver, Inc.	71/446,275	LE ROI
Gardner Denver, Inc.	78/580,545	NITROGEN ADVANTAGE
Gardner Denver, Inc.	73/838,631	TOUGH BREED
Gardner Denver, Inc.	76/389,641	VALUE PLUS
Gardner Denver, Inc.	78/630,606	WB-12
Gardner Denver, Inc.	78/238,377	WIDE BODY
Gardner Denver, Inc.	74/573,486	AUTO SENTRY
Gardner Denver, Inc.	74/241,759	CAT VAC
Gardner Denver, Inc.	74/670,543	EVACUATOR
Gardner Denver, Inc.	72/408,918	SUTORBILT
Gardner Denver, Inc.	75/182,972	BELLISS & MORCOM
Gardner Denver, Inc.	75/463,924	GEOQUIP
Gardner Denver, Inc.	77/852,385	PUMPING PERFECTED

051200-1104-14600-Active.14417521.1

Owner	Registration/Serial Number	Title
Gardner Denver, Inc.	71/602,866	MAGNAFLO
Gardner Denver, Inc.	76/343,875	SMARTMETER
Gardner Denver, Inc.	74/352,719	SMARTPIK
Gardner Denver, Inc.	72/118,349	VACU-MATIC
Gardner Denver, Inc.	78/540,364	AIR-RELIEF
Gardner Denver, Inc.	75/302,499	BELLISS & MORCOM
Gardner Denver, Inc.	78/325.615	CHAPARRAL
Gardner Denver, Inc.	78/540,350	AIR RELIEF
Gardner Denver, Inc.	78/541,441	ESP 20/20
Gardner Denver, Inc.	71/183,553	СРМС
Gardner Denver Oberdorfer Pumps, Inc.	78/085,761	СНЕМКІТ
Gardner Denver Oberdorfer Pumps, Inc.	74,054,200	CHEMSTEEL
Gardner Denver Oberdorfer Pumps, Inc.	74/226.435	О
Gardner Denver Oberdorfer Pumps, Inc.	74/238,325	**DESIGN ONLY**
Gardner Denver Nash LLC	75/649,962	VECTRA
Gardner Denver Nash LLC	74/602,586	DRY-PRO
Gardner Denver Nash LLC	77/826,902	ECO-FLO
Gardner Denver Nash LLC	71/487,793	N
Gardner Denver Nash LLC	71/551,722	NASH
Gardner Denver Nash LLC	77/469,851	WEBSENTRY
Gardner Denver Thomas, Inc.	72/412,111	THOMAS
Gardner Denver Thomas, Inc.	72/413,284	THOMAS
Gardner Denver Thomas, Inc.	74/262,044	THOMAS

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Owner	Registration/Serial Number	Title
Gardner Denver Thomas, Inc.	73/110,331	WOB/L
Gardner Denver Thomas, Inc.	72/318,936	MEDI-PUMP
Gardner Denver Thomas, Inc.	77/608,639	DUOSEAL
Gardner Denver Thomas, Inc.	77/534,965	CHEMSTAR
Gardner Denver Thomas, Inc.	78/389,683	DRYFAST
Gardner Denver Thomas, Inc.	74/262,044	THOMAS
Gardner Denver Thomas, Inc.	86/014,656	THOMAS
Gardner Denver Thomas, Inc.	86/014,661	THOMAS
Gardner Denver Thomas, Inc.	72/397,494	WELCH
Gardner Denver Thomas, Inc.	78/389,686	DRYFAST ULTRA
Gardner Denver Thomas, Inc.	73/110,331	WOB-L
Gardner Denver Thomas, Inc.	72/318,936	MEDI-PUMP
Gardner Denver Water Jetting Systems, Inc.	72/209,531	PARTEK
Gardner Denver Water Jetting Systems, Inc.	72/240,331	LIQUA-BLASTER
Gardner Denver Water Jetting Systems, Inc.	77/671,300	MULTI-BLASTER
Gardner Denver Water Jetting Systems, Inc.	77/608,652	PRESSURE-TROL
Gardner Denver Water Jetting Systems, Inc.	73/780,685	AMERICAN WATER BLASTER
LeRoi International, Inc.	1,300,241	ECONOTROL
Thomas Industries, Inc.	73/806,034	THOMAS OIL-VAC
Thomas Industries, Inc.	73/231,935	SPRAYIT
Thomas Industries, Inc.	76/029,519	TWISTER
Thomas Industries, Inc.	74/414,035	ULTRA
Thomas Industries, Inc.	73/192,721	AIR PAC

051200-1104-14600-Active.14417521.1

Owner	Registration/Serial Number	Title
Thomas Industries, Inc.	73/682,165	PREMIER 5000

Material Inbound Exclusive Licenses in U.S. Trademarks

None

051200-1104-14600-Active.14417521.1

RECORDED: 08/28/2013