

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
Stemco LP		11/19/2013	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association (USA): UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86024672	DEFENDER	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	1809-17		
NAME OF SUBMITTER:	Douglas A. Nail		
Signature:	/DAN/		

CH \$40.00 86024672

Date:

11/19/2013

Total Attachments: 6

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November 19, 2013

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339
Attention: Loan Administration Officer - EnPro

RE: Amendment to Second Amended and Restated Trademark Security Agreement - EnPro Industries, Inc.

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Trademark Security Agreement dated March 31, 2011, among Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent") for the Secured Parties, and the parties thereto and named therein as debtors (collectively, "Debtors"), as recorded in the United States Patent and Trademark Office (the "USPTO") on April 13, 2011, at Reel No. 004520, Frame 0787 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to Section 6 of the Trademark Security Agreement, Debtors are obligated to give notice to Agent whenever any Debtor obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Schedule A thereto to include the new trademarks or applications therefor.

The undersigned Debtor desires to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Schedule A-1 attached hereto on Schedule A to the Trademark Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Schedule A-1 attached hereto. Agent is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Debtors' expense.

5005 Carnegie Blvd., Suite 509
Charlotte, NC 28209-4874
Phone 704 731 1500
Fax 704 731 1511
www.enproindustries.com

TRADEMARK
REEL: 005157 FRAME: 0402



To secure the prompt payment and performance to Agent of all of the Secured Obligations, the undersigned Debtor hereby grants to Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and lien upon all of such Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

- (a) all of such Debtor's U.S. registered trademarks, U.S. trademark registrations, U.S. registered tradenames and U.S. trademark applications, which, in each case, are owned by such Debtor and are now or hereafter filed with the United States Patent and Trademark Office, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding to such U.S. registered trademarks, U.S. trademark registrations, U.S. registered tradenames and U.S. trademark applications throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are hereinafter referred to, either individually or collectively, as the "Additional Trademarks"); and
- (b) the goodwill of such Debtor's business connected with and symbolized by the Additional Trademarks; and
- (c) any and all rights now owned or hereafter acquired by such Debtor under any written agreement granting any exclusive right to use any other Person's United States trademarks or United States trademark applications (collectively, the "Additional Trademark Licenses") to the extent permitted thereunder; and
- (d) all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the collateral security granted by the undersigned Debtor hereunder shall exclude rights under (but not excluding proceeds of) any Additional Trademark Licenses that contain an enforceable restriction on such Debtor's right to grant the security interest to Agent contemplated by the Trademark Security Agreement, unless and until such Debtor shall have obtained consent from the relevant party or parties thereto to the grant of such security interest.

The undersigned Debtor hereby represents, warrants, covenants and agrees that:

- (a) Except as otherwise provided in the Trademark Security Agreement or permitted by the Loan Agreement, such Debtor is and will continue to be the owner of all its right, title and interest in the Additional Trademark Collateral so long as the Additional Trademarks shall continue in force, free from any lien in favor of any person or entity;
- (b) Such Debtor has the full right and power to grant the security interest in the Additional Trademark Collateral made hereby;
- (c) Except as otherwise provided in the Trademark Security Agreement or permitted by the Loan Agreement and except for licenses of Additional Trademarks granted by such Debtor in the Ordinary Course of Business, such Debtor has not made any previous assignment, transfer or agreements in



conflict herewith in any material respect or constituting a present or future assignment, transfer, or encumbrance on any of the Additional Trademark Collateral;

(d) Such Debtor will not execute nor authorize for filing any financing statement or other document or instruments evidencing or giving notice of liens affecting the Additional Trademark Collateral (other than filings pursuant to the Loan Documents or permitted thereby) at any time prior to the Termination Date; and

(e) To the best of such Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Additional Trademarks or the Additional Trademark Licenses which would materially and adversely affect the fair market value of the Additional Trademark Collateral or the material benefits of the Trademark Security Agreement granted to Agent or any of the other Secured Parties, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder, and such Debtor will continue to maintain monitoring and enforcement practices in accordance with reasonable business practices.

The undersigned Debtor agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by the undersigned Debtor and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of North Carolina. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; Signatures appear on following page.]



If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

DEBTOR:

STEMCO LP

A handwritten signature in black ink, appearing to read "D. S. Burnett". The signature is written in a cursive style with some loops and flourishes.

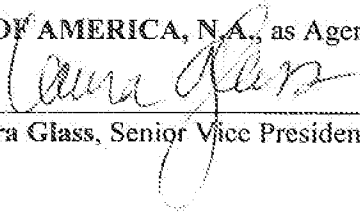
By: _____
David S. Burnett, Treasurer

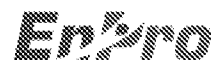
[Signatures continue on following page.]

Accepted and agreed to:

BANK OF AMERICA, N.A., as Agent

By: _____


Laura Glass, Senior Vice President



SCHEDULE A-1

Trademarks

None.

Trademark Applications

<u>Trademark</u>	<u>Owner Name</u>	<u>Application Number</u>	<u>Application Date</u>
DEFENDER	Stemco LP	(86024672)	(7/31/2013)