TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AG INDUSTRIES LLC		11/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
BUFFALO FILTER LLC		11/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
FILTRATION GROUP LLC		11/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
FILTRATION GROUP CORPORATION		11/21/2013	CORPORATION: DELAWARE
GLOBAL FILTER LLC		11/21/2013	LIMITED LIABILITY COMPANY: IOWA
INDUSTRIAL FABRICS CORPORATION		11/21/2013	CORPORATION: MINNESOTA
POREX CORPORATION		11/21/2013	CORPORATION: DELAWARE
UNIVERSAL AIR FILTER COMPANY		11/21/2013	CORPORATION: ILLINOIS
WACO FILTERS CORPORATION		11/21/2013	CORPORATION: PENNSYLVANIA
FLUID TECHNOLOGIES, INC.		11/21/2013	CORPORATION: OKLAHOMA
FILTRAN LLC		11/21/2013	LIMITED LIABILITY COMPANY: DELAWARE

CH $1740.00 4215426

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	c/o Goldman, Sachs & Co.
Internal Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 69

Property Type	Number	Word Mark

Registration Number:	4215426	BOOMERANG
Registration Number:	4299006	RETURNING COMPLIANCE TO EVERY PATIENT
Registration Number:	4023635	SOPORA
Registration Number:	4112477	SOPORA
Registration Number:	3815265	ULTAGEN
Registration Number:	3797986	AG INDUSTRIES PROTECTING WHAT MATTERS MO
Registration Number:	3236262	AG INDUSTRIES
Registration Number:	2660525	VELOCITY
Registration Number:	2197026	BUFFALO FILTER
Registration Number:	3216530	LAPEVAC
Registration Number:	1768545	PLUMESAFE
Registration Number:	1775097	VIROSAFE
Registration Number:	3852259	POWERED BY BUFFALO FILTER
Registration Number:	4376795	PLUMEPEN
Registration Number:	2304726	SONIQ
Registration Number:	2326162	HEGA
Registration Number:	2348783	FLOWSTAR
Registration Number:	2389127	AEROSTAR
Registration Number:	2398245	MICRATEX
Registration Number:	2466883	FILTRATION GROUP
Registration Number:	2571773	FILTERWORKS
Registration Number:	2866911	NOVAPLEAT
Registration Number:	2878001	TITAN
Registration Number:	3091125	AEROSTARSENTINEL
Registration Number:	3121979	GEOPLEAT
Registration Number:	3378361	WHEN CLEAN AIR MATTERS
Registration Number:	3408344	AEROSORB
Registration Number:	3533974	UNISHIELD
Registration Number:	3594797	SUPERNOVA
Registration Number:	3594845	VIOSTAR
Registration Number:	3814075	FILTERWERKS
Registration Number:	3928613	NEXFIL
Registration Number:	4055482	RIGHT FILTER...RIGHT PLACE...RIGHT TIME
Registration Number:	4357427	VALIDATED FILTRATION SOLUTIONS TO INDUST
Registration Number:	3823920	FILTRATEX

	3823921	SCREENTEX
Registration Number:	3847084	DUROTEX
Registration Number:	2678032	IFC
Registration Number:	4294931	CERTIFIED PURE POREX
Registration Number:	4294932	CERTIFIED PURE POREX
Registration Number:	1132600	FILTER SAMPLER
Registration Number:	4222853	GENUINE POREX
Registration Number:	0765464	LABPOR
Registration Number:	1787919	POREX
Registration Number:	1417453	POREX
Registration Number:	3453824	UNIVERSAL AIR FILTER
Registration Number:	4363252	QUADRAFOAM
Registration Number:	4157160	WACO FILTERS
Registration Number:	4160476	WACO
Registration Number:	2552195	WEARSCOPE
Registration Number:	2519784	SYNFORM
Registration Number:	2664754	FLUID TECHNOLOGIES, INC.
Registration Number:	2416790	FILTRAN
Registration Number:	2375166	GOLDSTRIPE
Registration Number:	3373411	SUFIS
Registration Number:	2875425	V-PORE
Registration Number:	2726213	
Registration Number:	3225979	DOUBLE DUTY
Registration Number:	3382438	THE TRAP
Registration Number:	3389439	COMBIMEDIA
Serial Number:	85947068	MIRAN
Serial Number:	85973390	KOALA
Serial Number:	86047551	NONNY
Serial Number:	85076229	LAPAROSAFE
Serial Number:	86006271	PLUMEPEN SLIVER
Serial Number:	77791393	ULPA
Serial Number:	85755686	FILTERING THE WORLD
Serial Number:	85755656	
Serial Number:	86053914	POREX

Fax Number: 2128225096

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

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.53100
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	11/21/2013

Total Attachments: 9

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of November 21, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the **"Grantors"**) in favor of Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a First Lien Pledge and Security Agreement dated as of November 21, 2013 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

> all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the United States registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) 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 THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart by "pdf" or other electronic transmission shall be deemed to be an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AG INDUSTRIES LLC

By: _____

Name: John E. Udelhofen
Title: Vice President and Secretary

BUFFALO FILTER LLC

By: _____

Name: John E. Udelhofen
Title: Vice President and Secretary

FILTRATION GROUP LLC

By: _____

Name: John E. Udelhofen
Title: Vice President and Secretary

FILTRATION GROUP CORPORATION

By: _____

Name: John E. Udelhofen
Title: Vice President, Treasurer and Secretary

GLOBAL FILTER LLC

By: _____

Name: John E. Udelhofen
Title: Vice President, Treasurer and Secretary

INDUSTRIAL FABRICS CORPORATION

By: _____
Name: John E. Udelhofen
Title: Vice President

POREX CORPORATION

By: _____
Name: John E. Udelhofen
Title: Vice President and Treasurer

UNIVERSAL AIR FILTER COMPANY

By: _____
Name: John E. Udelhofen
Title: Vice President, Treasurer and Secretary

WACO FILTERS CORPORATION

By: _____
Name: John E. Udelhofen
Title: Vice President, Treasurer and Secretary

FLUID TECHNOLOGIES, INC.

By: _____
Name: John E. Udelhofen
Title: Vice President

TRADEMARK
REEL: 005158 FRAME: 0498

FILTRAN LLC

By: _____
Name: John E. Udelhofen
Title: Vice President and Assistant Secretary

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____
Authorized Signatory

Robert Ehudin
Authorized Signatory

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTRATIONS

Mark	Registration No.	Registration Date
BOOMERANG	4215426	9/25/12
RETURNING COMPLIANCE TO EVERY PATIENT	4299006	3/5/13
SOPORA	4023635	9/6/11
SOPORA	4112477	3/13/12
ULTAGEN	3815265	7/6/10
AG INDUSTRIES PROTECTING WHAT MATTERS MOST ...YOUR HEALTH	3797986	6/8/10
AG INDUSTRIES	3236262	5/1/07
VELOCITY	2660525	12/10/02
BUFFALO FILTER	2,197,026	October 20, 1998
LAPEVAC	3,216,530	March 6, 2007
PLUMESAFE	1,768,545	May 4, 1993
VIROSAFE	1,775,097	June 8, 1993
POWERED BY BUFFALO FILTER	3,852,259	September 28, 2010
PLUMEPEN	4,376,795	July 30, 2013
SONIQ	2,304,726	December 28, 1999
HEGA	2,326,162	March 7, 2000
FLOWSTAR	2,348,783	May 9, 2000
AEROSTAR	2,389,127	September 26, 2000
MICRATEX	2,398,245	October 24, 2000
FILTRATION GROUP	2,466,883	July 10, 2001
FILTERWORKS	2,571,773	May 21, 2002
NOVAPLEAT	2,866,911	July 27, 2004
TITAN	2,878,001	August 24, 2004
AEROSTAR- SENTINEL	3,091,125	May 9, 2006
GEOPLEAT	3,121,979	July 25, 2006
WHEN CLEAN AIR MATTERS	3,378,361	February 5, 2008
AEROSORB	3,408,344	April 8, 2008
UNISHIELD	3,533,974	November 18, 2008
SUPERNOVA	3,594,797	March 24, 2009
VIOSTAR	3,594,845	March 24, 2009
FILTERWERKS	3,814,075	July 6, 2010
NEXFIL	3,928,613	March 8, 2011
RIGHT FILTER...RIGHT PLACE...RIGHT TIME	4,055,482	November 15, 2011
VALIDATED FILTRATION SOLUTIONS TO INDUSTRY LEADERS	4,357,427	June 25, 2013
FILTRATEX	3,823,920	July 27,2010
SCREENTEX	3,823,921	July 27, 2010

DUROTEX	3,847,084	September 14, 2010
IFC	2,678,032	January 21, 2003
CERTIFIED PURE POREX	4294931	Feb 26, 2013
CERTIFIED PURE POREX (and design)	4294932	Feb 26, 2013
FILTER SAMPLER	1132600	Apr 8, 1980
GENUINE POREX	4222853	Oct 9, 2012
LABPOR	0765464	Feb 25, 1964
POREX	1787919	Aug 17, 1993
POREX	1417453	Nov 18, 1986
UNIVERSAL AIR FILTER	3,453,824	June 24, 2008
QUADRAFOAM	4,363,252	July 9, 2013
WACO FILTERS	4,157,160	June 12, 2012
WACO logo	4,160,476	June 19, 2012
WEARSCOPE	2552195	March 26, 2002
SYNFORM	2519784	December 18, 2001
FLUID TECHNOLOGIES, INC.	2664754	December 17, 2002
WEARSCOPE	2552195	March 26, 2002
SYNFORM	2519784	December 18, 2001
FLUID TECHNOLOGIES, INC.	2664754	December 17, 2002
FILTRAN	2416790	January 2, 2001
GOLDSTRIPE	2375166	August 8, 2000
SUFIS	3373411	January 22, 2008
V-PORE	2875425	August 17, 2004
GOLDSTRIPE (DESIGN)	2726213	June 17, 2003
DOUBLE DUTY	3225979	April 3, 2007
THE TRAP	3382438	February 12, 2008
COMBIMEDIA	3389439	February 26, 2008

APPLICATIONS

Mark	Serial No.	Filing Date
MIRAN	85/947,068	May 31, 2013
KOALA	85/973,390	June 28, 2013
NONNY	86/047,551	August 26, 2013
LAPAROSAFE	85/076,229	July 1, 2010
PLUMEPEN SILVER	86/006,271	July 10, 2013
ULPA	77/791,393	July 28, 2009

Mark	Serial No.	Filing Date
FILTERING THE WORLD	85755686	October 16, 2012
	85755656	October 16, 2012
POREX	86053914	Sep 3, 2013