

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engineered Controls International, LLC		12/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	0674424	CHEK-LOK	
Registration Number:	0788933	FLOMATIC	
Registration Number:	2309303	MASTER DISTRIBUTOR REGO PRODUCTS AUTHORI	
Registration Number:	1594855	MULTIBONNET	
Registration Number:	2705877	MULTIPORT	
Registration Number:	1353774	MULTIVALVE	
Registration Number:	1757986	REGO	
Registration Number:	1031202	REGO	
Registration Number:	0778751	ROTOGAGE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		

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Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-646
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NAME OF SUBMITTER:	Kristin Brozovic
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Signature:	/Kristin Brozovic/
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Date:	12/03/2013
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2013, is made by ENGINEERED CONTROLS INTERNATIONAL, LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 3, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among by ECI Purchaser Company, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Revolver Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to a Guaranty and Security Agreement dated as of December 3, 2013, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those United States Trademarks and IP Licenses referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

ENGINEERED CONTROLS
INTERNATIONAL, LLC, a Delaware
limited liability company, as Grantor

By: Michael Burdi

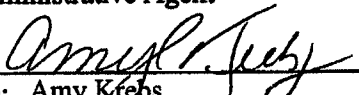
Name: Michael Burdi

Title: Secretary and Treasurer

Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Amy Krebs
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations and Applications

		Application Number	Registration Number
Trademark	Owner	Filing Date	Registration Date
CHEK-LOK	Engineered Controls International, LLC	72038971	0674424
		16-Oct-1957	24-Feb-1959
FLOMATIC	Engineered Controls International, LLC	72186050	0788933
		05-Feb-1964	04-May-1965
MASTER DISTRIBUTOR REGO PRODUCTS AUTHORIZED SALES, SERVICE, & SUPPORT (& DESIGN)	Engineered Controls International, LLC	75633260	2309303
		03-Feb-1999	18-Jan-2000
MULTIBONNET	Engineered Controls International, LLC	73774625	1594855
		13-Jan-1989	08-May-1990
MULTIPOINT	Engineered Controls International, LLC	76056615	2705877
		25-May-2000	15-Apr-2003
MULTIVALVE	Engineered Controls International, LLC	73483137	1353774
		01-Jun-1984	13-Aug-1985
REGO	Engineered Controls International, LLC	74290748	1757986
		02-Jul-1992	16-Mar-1993
REGO (& DESIGN)	Engineered Controls International, LLC	73046609	1031202
		13-Mar-1975	27-Jan-1976
ROTOGAGE	Engineered Controls International, LLC	72186141	0778751
		06-Feb-1964	20-Oct-1964
MULTIPOINT	Engineered Controls International, LLC	76056615	2705877
		25-May-2000	15-Apr-2003