#### 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
FLOWCHEM, LTD.		112/06/2013	LIMITED PARTNERSHIP: TEXAS

### **RECEIVING PARTY DATA**

Name:	KAYNE ANDERSON SENIOR CREDIT ADVISORS, LLC, as Administrative Agent	
Street Address:	311 South Wacker Drive, Suite 3350	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2971771	TURBOFLO

#### **CORRESPONDENCE DATA**

**Fax Number**: 3128637806

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

via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7023.005
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/

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Date:	12/06/2013
Total Attachments: 3 source=Flowchem Trademark Security Agreement#page1.tif source=Flowchem Trademark Security Agreement#page2.tif source=Flowchem Trademark Security Agreement#page3.tif	

TRADEMARK
REEL: 005168 FRAME: 0780

### TRADEMARK SECURITY AGREEMENT

WHEREAS, FLOWCHEM, LTD. (the "<u>Assignor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Assignor, has entered into a Security Agreement, dated December 6, 2013 (the "Security Agreement"), in favor of Kayne Anderson Senior Credit Advisors, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December  $\underline{6}$ , 2013.

FLOWCHEM, LTD.

By
Title President and Chief Executive Officer

# SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

# **Trademarks and Trademark Applications**

**RECORDED: 12/06/2013** 

Owner: Flowchem, Ltd.

US Trademark for TURBOFLO registered on July 19, 2005 at Registration No. 2,971,771.

TRADEMARK REEL: 005168 FRAME: 0783