

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304452

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GREEN TURTLE AMERICAS LTD.		05/13/2014	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4152714	GREENTURTLE	
<b>Registration Number:</b>	4152715	GREEN TURTLE	
<b>Registration Number:</b>	4016259	MICROCEPTOR	
<b>Registration Number:</b>	2149207	PROCEPTOR	
<b>Registration Number:</b>	2542245	PHIX	
<b>Registration Number:</b>	2537706	PHIX	
<b>Registration Number:</b>	4012804	RETROCEPTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F149803		
<b>NAME OF SUBMITTER:</b>	Mariee Pilkington		

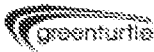

OP \$190.00 4152714

<b>SIGNATURE:</b>	/Mariee Pilkington/
<b>DATE SIGNED:</b>	05/14/2014
<b>Total Attachments: 6</b> source=#85921579v1 - (Trademark Security Agreement with Cover and Schedule 1 to NCR)#page2.tif source=#85921579v1 - (Trademark Security Agreement with Cover and Schedule 1 to NCR)#page3.tif source=#85921579v1 - (Trademark Security Agreement with Cover and Schedule 1 to NCR)#page4.tif source=#85921579v1 - (Trademark Security Agreement with Cover and Schedule 1 to NCR)#page5.tif source=#85921579v1 - (Trademark Security Agreement with Cover and Schedule 1 to NCR)#page6.tif source=#85921579v1 - (Trademark Security Agreement with Cover and Schedule 1 to NCR)#page7.tif	

**Schedule 1  
to Trademark Recordation Cover Sheet**

**GREEN TURTLE AMERICAS LTD.**

**TRADEMARK REGISTRATIONS**

<b>Trademark Name</b>	<b>Serial Number</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Expiration Date</b>
GREENTURTLE	85286068	4152714	2012-06-05	2022-06-05
GREEN TURTLE & DESIGN 	85286070	4152715	2012-06-05	2022-06-05
MICROCEPTOR	77471528	4016259	2011-08-23	2021-08-23
PROCEPTOR	75256078	2149207	1998-04-07	2018-04-07
PHIX	75904282	2542245	2002-02-26	2022-02-26
PHIX DESIGN 	75904280	2537706	2002-02-12	2022-02-12
RETROCEPTOR	77471558	4012804	2011-08-16	2021-08-16

**TRADEMARK APPLICATIONS**

<b>Case No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Date</b>	<b>Filing Title</b>
None				

**TRADEMARK LICENSES**

<b>Name of Agreement</b>	<b>Parties Licensor/Licensee</b>	<b>Date of Agreement</b>	<b>Subject Matter</b>
None			

## **PATENT AND TRADEMARK SECURITY AGREEMENT**

### **(Patents and Trademarks, including Registrations, Applications and Licenses)**

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 13, 2014, between GREEN TURTLE AMERICAS LTD., a North Carolina corporation (the "Grantor"), and CREDIT SUISSE AG, as Administrative Agent.

WHEREAS, Grantor owns, or in the case of any Patent or Trademark Licenses is a party to, the Patent and Trademark Collateral (as defined below);

WHEREAS, Chase Acquisition I, Inc. ("Holdings"), RBS Global, Inc. and Rexnord LLC (the "Borrowers"), the Lenders party thereto, and Credit Suisse AG, as Administrative Agent, are parties to a Second Amended and Restated Credit Agreement dated as of March 15, 2012 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Second Amended and Restated Guarantee and Collateral Agreement dated as of March 15, 2012 (as amended and/or supplemented from time to time, the "Guarantee and Collateral Agreement") among Holdings, the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee") and (ii) certain other Security Documents (including this Patent and Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "Grantor's Secured Guarantee") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent and Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent and Trademark, including, without limitation, each Patent and Trademark registration or application therefor referred to in Schedule 1 hereto;
- (ii) each Patent and Trademark License, including, without limitation, each Patent and Trademark License identified in Schedule 1 hereto; and
- (iii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent or Trademark (including, without limitation, any Patent or

Trademark owned by the Grantor and identified in Schedule 1), and all rights and benefits of the Grantor under any Patent or Trademark License (including, without limitation, any Patent or Trademark License identified in Schedule 1).

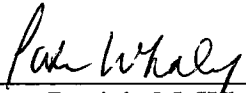
The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent and Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Patent and Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent and Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent and Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent and Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral 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 Patent and Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern.


IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GREEN TURTLE AMERICAS LTD.

By:   
Name: Patricia M. Whaley  
Title: Vice President, General  
Counsel & Secretary

Acknowledged:  
CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Administrative Agent

By:   
Name: Michael Spaight  
Title: Authorized Signatory

By:   
Name: Samuel Miller  
Title: Authorized Signatory

Signature Page to Patent and Trademark Security Agreement

**TRADEMARK**  
**REEL: 005279 FRAME: 0851**



Schedule 1  
to Patent and Trademark Security Agreement

**GREEN TURTLE AMERICAS LTD.**

**PATENT REGISTRATIONS**

<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>
5,646,912	3/4/1997	Multicell separator

**TRADEMARK REGISTRATIONS**

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None				

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None			

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