

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALTERRA PRODUCTS, LLC		07/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GARRISON LOAN AGENCY SERVICES LLC		
Street Address:	1350 Avenue of the Americas, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86210796		
Serial Number:	86210914		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com		
Correspondent Name:	HOLLAND & KNIGHT LLP		
Address Line 1:	201 NORTH FRANKLIN STREET		
Address Line 4:	BOSTON, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	113658.00009		
NAME OF SUBMITTER:	Susan C. DiNicola/		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	07/17/2014		
Total Attachments: 4			
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TRADEMARK

PATENT AND TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated July 14, 2014, is delivered by each of the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually, “Grantor”) pursuant to the Patent and Trademark Security Agreement, dated as of May 31, 2013 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the “Security Agreement”), and as recorded with the United States Patent and Trademark Office as of June 3, 2013, as 900256737 at Reel 5038/Frame 0718 and 502367927 at Real 030521/Frame 0233, among the Grantors named therein and GARRISON LOAN AGENCY SERVICES LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

A. Each Grantor hereby confirms the grant to the Agent, for the benefit of each member of the Secured Parties, set forth in the Security Agreement of, and does hereby grant to the Agent, for the benefit of each member of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to all IP Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located.

B. Each Grantor hereby agrees that the attached (i) Supplement to Schedule I to the Security Agreement shall constitute part of and an addition to Schedule I to the Security Agreement, and (ii) Supplement to Schedule II to the Security Agreement shall constitute part of and an addition to Schedule II to the Security Agreement.

C. Each Grantor hereby represents and warrants that (i) the Trademarks set forth on Schedule I to the Security Agreement (as supplemented hereby) includes all of the registered Trademarks owned by such Grantor other than any Trademark that has been abandoned, is no longer in use by any Grantor or which, after the date hereof, will no longer be utilized by any Grantor, and (ii) the Patents set forth on Schedule II to the Security Agreement (as supplemented hereby) includes all of the registered Patents owned by such Grantor other than any Patent that has been abandoned, is no longer in use by any Grantor or which, after the date hereof, will no longer be utilized by any Grantor.

[Remainder of page intentionally blank; signature pages follow.]

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

GRANTORS:

VALTERRA PRODUCTS HOLDINGS, LLC

By: Gregory D. Scott
Name: Gregory D. Scott
Title: Manager

VALTERRA PRODUCTS, LLC

By: Gregory D. Scott
Name: Gregory D. Scott
Title: Authorized Signatory

ENSAMBLADORA HOLDINGS, LLC

By: Gregory D. Scott
Name: Gregory D. Scott
Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement Supplement]

#31328442

**SUPPLEMENT TO SCHEDULE I
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

Trademark Title	Owner	Country	Issue Number	Grant
VALTERRA (CL 11)	Valterra Products, LLC	Mexico	Application # 1418560	Pending (Filed October 2, 2013)
BLUE DEVIL (CL 1)	Valterra Products, LLC	Mexico	143516	October 2, 2013
BLUE DEVIL (CL 8)	Valterra Products, LLC	Mexico	Application # 1418562	Pending (Filed October 2, 2013)
ORANGE GRIP DESIGN (CL 11)	Valterra Products, LLC	U.S.	Application # 86/210,796	Pending (Filed March 4, 2014)
RED PLUMBING FITTING DESIGN (CL 11)	Valterra Products, LLC	U.S.	Application # 86/210,914	Pending (Filed March 4, 2014)

Supplement to Schedule I - 1

**SUPPLEMENT TO SCHEDULE II
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

Patent Title	Owner	Country	Issue Number	Grant
Method and Apparatus for Deliving Chlorine into a Body of Water	Valterra Products, LLC	USA	Application No. 14/275543	Pending (Filed May 12, 2014)

Supplement to Schedule II - 1

[Valterra] Patent and Trademark Security Agreement Supplement
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RECORDED: 07/17/2014

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REEL: 005324 FRAME: 0362**