

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DeZurik, Inc.		05/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Privatebank and Trust Company, as Collateral Agent		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3596793	SARTELL VALVES & CONTROLS	
<b>Registration Number:</b>	3633841	SARTELL VALVES & CONTROLS	
<b>Registration Number:</b>	0777698	DEZ	
<b>Registration Number:</b>	0777697	DEZURIK	
<b>Registration Number:</b>	1783298	POWERRAC	
<b>Registration Number:</b>	1886582	ACCUTRAX	
<b>Registration Number:</b>	1881840	APCO WILLAMETTE	
<b>Registration Number:</b>	1878441	WILLAMETTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324297		
<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>			
<b>Phone:</b>	6126323297		
<b>Email:</b>	trademark@gpmlaw.com		
<b>Correspondent Name:</b>	Gwen Spurrier		
<b>Address Line 1:</b>	P.O. BOX 2906		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0906		
<b>ATTORNEY DOCKET NUMBER:</b>	DEZURIK - SECURITY AGREEM		
<b>NAME OF SUBMITTER:</b>	Gwen Spurrier		
<b>SIGNATURE:</b>	/gds/		

CH \$215.00 3596793

**DATE SIGNED:**

08/12/2014

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2014, is made by DEZURIK, INC. a Delaware corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY as collateral agent (in such capacity, "Collateral Agent") for the Bank Agent (as defined in the Intercreditor Agreement defined below), the "Banks" appearing on the signature pages of the Intercreditor Agreement (the "Lenders") and the "Noteholders" appearing on the signature page of the Intercreditor Agreement (the "Noteholders"):

### WITNESSETH:

Lenders have severally agreed to extend credit to the Grantor and DeZURIK Canada, Inc., a corporation incorporated under the federal laws of Canada (the "Canadian Subsidiary"), pursuant to the Credit Agreement of even date herewith by and among Bank Agent, the Lenders, Grantor, and the Canadian Subsidiary.

The Grantor and the Noteholders have entered the Note Agreement dated as of May 30, 2014 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the "Note Agreement") pursuant to which the Noteholders have agreed to purchase certain senior secured promissory notes issued by the Grantor.

Collateral Agent, the Bank Agent and the Noteholders have entered into an Intercreditor and Collateral Agency Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the "Intercreditor Agreement") pursuant to which, among other things, Collateral Agent is appointed as collateral agent for the Bank Agent, the Lenders and the Noteholders.

As security for the Grantor's obligations to the Bank Agent, the Lenders and the Noteholders, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Bank Agent, and the Noteholders to extend credit and provide other financial accommodations to the Grantor, the Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Grantor's obligations to the Bank Agent, the Lenders and the Noteholders, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Bank Agent, the Lenders and Noteholders, and grants to the Collateral Agent for the benefit of the Bank Agent, the Lenders and Noteholders a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor (the "Trademark Collateral"):
  - (a) all of its Trademarks and all related Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those 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 and proceeds 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.

2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to that certain Collateral Agreement of even date herewith (the "Collateral Agreement"), and the Grantor hereby acknowledges and agrees 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 related Trademark Licenses subject to a security interest hereunder.
4. 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.
5. 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 Minnesota.

IN WITNESS WHEREOF, the 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.

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DEZURIK, INC.

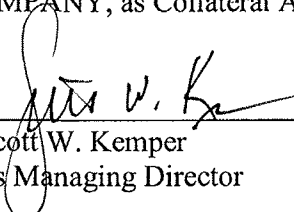
By: Bryan M. Burns  
Bryan M. Burns  
Its President and Chief Executive  
Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

THE PRIVATEBANK AND TRUST  
COMPANY, as Collateral Agent


By: \_\_\_\_\_

  
Scott W. Kemper  
Its Managing Director



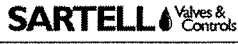



**SCHEDULE I**  
**TO TRADEMARK SECURITY AGREEMENT**

**Trademarks and Trademark Licenses**

Grantor	Trademark	Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
DeZurik, Inc.	APCO	Argentina	2915151	2375654	May 14, 2009	June 15, 2010
DeZurik, Inc.	APCO	Argentina	2710622	2190939	Oct 27, 2006	Oct 26, 2007
DeZurik, Inc.	DEZURIK	Australia	264023	264023	Dec 1, 1972	Dec 1, 1972
Sartell Valves, Inc. *	DEZURIK	Brazil	812220730	812220730	Oct 8, 1985	Jul 14, 1987
Sartell Valves, Inc. *	DEZURIK DEZ & Design 	Brazil	812220749	812220749	Oct 8, 1985	Oct 11, 1988
Sartell Valves, Inc.*	DEZURIK DEZ & Design 	Brazil	812220765	812220765	Oct 8, 1985	Jul 14, 1987
Sartell Valves, Inc.*	DEZURIK	Brazil	006201873	006201873	Dec 29, 1972	Dec 25, 1975
Sartell Valves, Inc.*	DEZURIK DEZ & DESIGN 	Brazil	006201881	006201881	Dec 29, 1972	Dec 25, 1975
DeZurik, Inc.	UNIVAL	Canada	1116149	TMA623026	Sept 18, 2001	Oct 20, 2004
DeZurik, Inc.	APCO	Canada	336824	TMA179959	Oct 5, 1970	Dec 10, 1971
SPX Corporation	DEZURIK	Chile	844.236	863891	Nov 10, 2008	Oct 22, 2009
SPX Corporation	DEZURIK	Chile	844.237	853056		June 18, 2009
DeZurik, Inc.	DEZURIK	China	3148761	3148761	Apr 16, 2002	Oct 28, 2003
DeZurik, Inc.	DEZURIK	China	3148762	3148762	Apr 16, 2002	Sep 14, 2003
DeZurik, Inc.	DEZURIK in Chinese 德族瑞克	China	3148763	3148763	Apr 16, 2002	Oct 28, 2003
DeZurik, Inc.	DEZURIK in Chinese 德族瑞克	China	3148764	3148764	Apr 16, 2002	Sep 14, 2003
DeZurik, Inc.	DEZURIK WATER CONTROLS	China	5771460	5771460	Dec 8, 2006	Dec 21, 2010
DeZurik, Inc.	Sartell Water Controls, Inc.	China	5771458	5771458	Dec 8, 2006	Sept 14, 2009
DeZurik, Inc.	SARTELL VALVES AND CONTROLS	China	5771459	5771459	Dec 8, 2006	Sept 14, 2009
DeZurik, Inc.	DEZURIK	European Union	002920775	002920775	Nov 7, 2002	Sept 7, 2004
DeZurik, Inc.	UNIVAL	European Union	006535249	006535249	Dec 20, 2007	Apr 3, 2012
DeZurik, Inc.	APCO	France	INPI 306238	N 1691006	Sept 3, 1991	Sept 3, 1991
DeZurik, Inc.	UNIVAL	Georgia		2520		Jun 27, 1996
DeZurik, Inc.	APCO (stylized)	Germany	V17791	1187557	Dec 5, 1981	Apr 22, 1983
DeZurik, Inc.	DEZURIK	India	377045	37705	Jun 12, 1981	Jun 12, 1981



Valve & Primer Corp	APCO	India	379931	379931	Aug 22, 1981	Aug 22, 1988
DeZurik, Inc.	DeZ & Design	Japan	S47-169484	1255983	Dec 4, 1972	May 7, 1977
DeZurik, Inc.	DEZURIK	Japan	S47-169485	1157131	Dec 4, 1972	Oct 1, 1975
DeZurik, Inc.	DEZURIK	Mexico	175645	175645	Jan 9, 1973	Jan 9, 1973
DeZurik, Inc.	DEZURIK	New Zealand	134084	134084	Sep 2, 1980	Oct 4, 1983
DeZurik, Inc.	DeZ & Design 	New Zealand	134085	134085	Sep 2, 1980	Mar 5, 1985
DeZurik, Inc.	APCO	New Zealand	137944	137944	Jul 14, 1981	Oct 17, 1984
DeZurik, Inc.	APCO	New Zealand	137945	137945	Jul 14, 1981	Oct 17, 1984
DeZurik, Inc.	DEZURIK	Singapore	6435/98	T98/06435Z	Jun 26, 1998	Jun 26, 1998
Valve and Primer Corporation*	APCO	South Africa		81/6085	Aug 20, 1981	Aug 14, 1984
DeZurik, Inc.	DEZURIK	South Africa	74/1945	74/1945	Apr 24, 1978	Apr 12, 1979
Valve Primer Corporation	APCO stylized 	Taiwan	82035236	652311	Jul 20, 1993	Aug 16, 1994
DeZurik, Inc.	UNIVAL	United Kingdom	1450016	1450016	Dec 11, 1990	May 1, 1992
DeZurik, Inc.	SARTELL VALVES & CONTROLS	USA	77/423318	3596793	Mar 17, 2008	Mar 234, 2009
DeZurik, Inc.	SARTELL VALVES & CONTROLS & Design 	USA	77/423,317	3633841	Mar 17, 2008	Jun 9, 2009
DeZurik, Inc.	DeZ & Design 	USA	72/186310	777698	Jan 8, 1964	Sep 29, 1964
DeZurik, Inc.	DEZURIK	USA	72/186309	777697	Jan 8, 1964	Sept 29, 1964
DeZurik, Inc.	POWERRAC	USA	74/214618	1783298	Oct 18, 1991	Jul 29, 1993
DeZurik, Inc.	ACCUTRAX	USA	74/418921	1886582	Aug 2, 1993	Mar 28, 1995
DeZurik, Inc.	APCO WILLAMETTE	USA	74/496018	1881840	Mar 2, 1994	Mar 7, 1995
DeZurik, Inc.	WILLAMETTE	USA	74/490693	1878441	Feb 16, 1994	Feb 14, 1995

Valve & Primer Corporation	APCO	Venezuela	1983-008500	F121439	Oct 24, 1983	May 8, 1986
Valve & Primer Corporation	APCO	Venezuela	1983-008499	F121438	Oct 24, 1983	May 8, 1986
Valve & Primer Corporation	APCO	Venezuela	1991-011454	NO 36588	Aug 6, 1997	Aug 6, 1997

\* Assignment to DeZurik has been filed, but not yet accepted.