

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pfautler, Inc.		02/12/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Commerzbank International S.A.		
Street Address:	25, rue Edward Steichen		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	2540		
Entity Type:	Bank: LUXEMBOURG		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1356256	CRYO-LOCK	
Registration Number:	1647130	EDLON	
Registration Number:	865204	GLASTEEL	
Registration Number:	1442705	NUCERITE	
Registration Number:	742320	NUCERITE	
Registration Number:	737410	NUCERITE	
Registration Number:	2293406	OMNI VAP	
Registration Number:	865997	PFAUDLER	
Registration Number:	717560	PFAUDLERTRON	
Registration Number:	2745515	TYCON	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		

CH \$265.00 1356256

ATTORNEY DOCKET NUMBER:	502909-15
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	02/13/2015

Total Attachments: 6

source=2-13-15 Pfaudler Inc-TM#page1.tif
source=2-13-15 Pfaudler Inc-TM#page2.tif
source=2-13-15 Pfaudler Inc-TM#page3.tif
source=2-13-15 Pfaudler Inc-TM#page4.tif
source=2-13-15 Pfaudler Inc-TM#page5.tif
source=2-13-15 Pfaudler Inc-TM#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Patents and Patent Applications) (Trademark, Trademark Registrations
and Trademark Applications)

WHEREAS, Pfäudler, Inc., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Commerzbank International S.A., as agent, are parties to a Senior Facilities Agreement dated December 11, 2014 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Commerzbank International S.A., as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, 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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent and Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent and Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Patent or Trademark owned by the Grantor (including, without limitation, any Patent or Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent 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 Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the

}

UNDOK80189271.2

Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security 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 Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

Remainder of page left blank intentionally; signatures follow.

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 12th day of February, 2015.

PFAUDLER, INC.,
AS GRANTOR

By: [Signature]
Name: Bob Wackerl
Title: President

Acknowledged:

COMMERZBANK INTERNATIONAL S.A.,
as Security Agent

By: _____
Name:
Title:

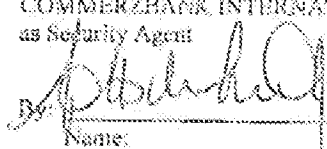
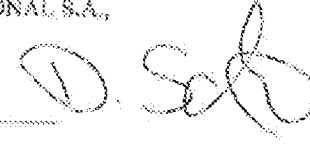
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 12th day of February, 2015.

PFAUDLER, INC.,
AS GRANTOR

By: _____
Name:
Title:

Acknowledged:

COMMERZBANK INTERNATIONAL S.A.,
as Security Agent

Name:
Title:
Ewa Gottschalk-Schmitt

Dennis Schäfer

Signature Page to Intellectual Property Supplement - Pfaudler, Inc.

SCHEDULE 1

REGISTERED PATENTS AND DESIGN PATENTS

<u>Title</u>	<u>Date Granted</u>	<u>Patent No.</u>
BOTTOM NOZZLE REPAIR APPARATUS	03/07/2000	6032696
CONCAVE BAFFLE	12/10/1996	5582799
CONCAVE BAFFLE	05/09/2000	6059448
HIGH AXIAL FLOW GLASS COATED IMPELLER	07/04/2000	6082890
HIGH GAS DISPERSION EFFICIENCY GLASS COATED IMPELLER	02/20/2001	6190033
METHOD OF PRODUCING AN ELECTRICALLY CONDUCTIVE CONNECTION BETWEEN METALLIC COMPONENTS HAVING A NON-CONDUCTIVE COATING	03/22/2005	6869322
TANTALUM LINED PROBE	11/30/1999	5992249

PATENT AND DESIGN PATENT APPLICATIONS

None.

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CRYO-LOCK	1356256	27-AUG-1985
EDLON	1647130	11-JUN-1991
GLASTEEL	865204	25-FEB-1969
NUCERITE	1442705	16-JUN-1987
NUCERITE	742320	18-DEC-1962
NUCERITE	737410	11-SEP-1962
OMNI VAP	2293406	16-NOV-1999
PFAUDLER	865997	11-MAR-1969

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PFAUDLERTRON	717560	27-JUN-1961
TYCON	2745515	05-AUG-2003

TRADEMARK APPLICATIONS

None.