TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELKHART BRASS MANUFACTURING COMPANY, INC.		02/25/2015	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	A SOCIETE ANONYME: FRANCE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3529338	UNIBODY VALVE
Registration Number:	2909266	BIG STICK
Registration Number:	2909267	R.A.M. RAPID ATTACK MONITOR
Registration Number:	2880268	VULCAN
Registration Number:	4155186	COPPERHEAD
Registration Number:	4155184	SPIT-FIRE
Registration Number:	556156	
Registration Number:	993629	ELK-O-LITE
Registration Number:	993628	PYTHON
Registration Number:	1314421	HYDRO-FOAM
Registration Number:	1350466	THE STINGER
Registration Number:	1053553	PRESSURE-MATIC
Registration Number:	641983	TRI-LOC
Registration Number:	2057972	SIDEWINDER
Registration Number:	1071796	HYDRO-LOC
Registration Number:	512421	MYSTERY
Registration Number:	2283685	X/STREAM
Registration Number:	919679	SELECT-O-MATIC

OP $640.00 3529338

Property Type	Number	Word Mark
Registration Number:	1671662	SCORPION
Registration Number:	727403	SELECT-O-STREAM
Registration Number:	732940	SELECT-O-FLOW
Registration Number:	1713197	STINGRAY
Registration Number:	1727192	
Registration Number:	1776278	ELKHART
Registration Number:	2805824	PHANTOM

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049018-0036
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	02/25/2015

Total Attachments: 8

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GRANT OF TRADEMARK SECURITY INTEREST

February 25, 2015

WHEREAS, ELKHART BRASS MANUFACTURING COMPANY, INC., an Indiana corporation (the **"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Safe Fleet Acquisition Corp., a Delaware corporation ("**Company**"), has entered into a Credit Agreement, dated as of September 30, 2013 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the **"Lenders"**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Counterparties"**); and

WHEREAS, Grantor has executed and delivered that certain Counterpart for Additional Guarantors to Subsidiary Guaranty dated as of the date hereof, to that certain Subsidiary Guaranty, dated as of September 30, 2013 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Guaranty"**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which the Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Counterpart to Security Agreement, dated as of the date hereof, to that certain Security Agreement dated as of September 30, 2013 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant

to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date hereof.

ELKHART BRASS MANUFACTURING COMPANY, INC.,
an Indiana corporation

By: _____
Name: Charles Gessler
Title: President

[Signature Page to Grant of Trademark Security Interest]

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Country	Mark/Name	Ser./Reg./App. No.	Status	Owner
US	UNIBODY VALVE and Design	RN: 3529338 SN: 78963638	Registered	Elkhart Brass Manufacturing Company, Inc.
US	BIG STICK	RN: 2909266 SN: 78274560	Registered	Elkhart Brass Manufacturing Company, Inc.
US	R.A.M. RAPID ATTACK MONITOR	RN: 2909267 SN: 78274596	Registered	Elkhart Brass Manufacturing Company, Inc.
US	VULCAN	RN: 2880268 SN: 78143823	Registered	Elkhart Brass Manufacturing Company, Inc.
US	COPPERHEAD	RN: 4155186 SN: 85254797	Registered	Elkhart Brass Manufacturing Company, Inc.
US	SPIT-FIRE	RN: 4155184 SN: 85254773	Registered	Elkhart Brass Manufacturing Company, Inc.
US	Design Only	RN: 556156 SN: 71539861	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	ELK-O-LITE	RN: 993629 SN: 72455554	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	PYTHON	RN: 993628 SN: 72455553	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	HYDRO-FOAM	RN: 1314421 SN: 73462074	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	THE STINGER	RN: 1350466 SN: 73516176	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	PRESSURE-MATIC	RN: 1053553 SN: 73058212	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	TRI-LOC (Stylized)	RN: 641983 SN: 72011561	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	SIDEWINDER	RN: 2057972 SN: 74630978	Renewed	Elkhart Brass Manufacturing Company, Inc.

Country	Mark/Name	Ser./Reg./App. No.	Status	Owner
US	HYDRO-LOC	RN: 1071796 SN: 73098494	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	MYSTERY	RN: 512421 SN: 71539863	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	X/STREAM	RN: 2283685 SN: 75270365	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	SELECT-O-MATIC	RN: 919679 SN: 72355635	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	SCORPION	RN: 1671662 SN: 74156661	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	SELECT-O-STREAM	RN: 727403 SN: 72116990	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	SELECT-O-FLOW	RN: 732940 SN: 72123970	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	STINGRAY	RN: 1713197 SN: 74156660	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	Design Only	RN: 1727192 SN: 74176514	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	ELKHART	RN: 1776278 SN: 74172973	Renewed	Elkhart Brass Manufacturing Company, Inc.
US	PHANTOM	RN: 2805824 SN: 78143829	Renewed	Elkhart Brass Manufacturing Company, Inc.
Canada	ELK HART and Design	RN: 278613	Registered	Elkhart Brass Manufacturing Company, Inc.
Canada	Design Only	RN: 278614	Registered	Elkhart Brass Manufacturing Company, Inc.

Country	Mark/Name	Ser./Reg./App. No.	Status	Owner
Mexico	ELKHART	RN: 300613	Registered	Elkhart Brass Manufacturing Company, Inc.
Mexico	ELKHART	RN: 1061340	Registered	Elkhart Brass Manufacturing Company, Inc.
Mexico	ELKHART BRASS	RN: 1095945	Registered	Elkhart Brass Manufacturing Company, Inc.
Mexico	Design Only	RN: 1065765	Registered	Elkhart Brass Manufacturing Company, Inc.
France	Design Only	RN: 1463532	Renewed	Elkhart Brass Manufacturing Company, Inc.
China	ELKHART	RN: 6605941	Registered	Elkhart Brass Manufacturing Company, Inc.
China	LOVES DEER HART	RN: 6605942	Registered	Elkhart Brass Manufacturing Company, Inc.
China	Design Only	RN: 6605940	Registered	Elkhart Brass Manufacturing Company, Inc.
Argentina	ELKHART	RN: 2090750	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	ELKHART	RN: 818139668	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	ELKHART BRASS	RN: 818139633	Registered	Elkhart Brass Manufacturing Company, Inc.

Country	Mark/Name	Ser./Reg./App. No.	Status	Owner
Brazil	ELKHART BRASS	RN: 818139641	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	ELKHART BRASS	RN: 200064665	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	ELKHART	RN: 818139650	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	SELECT-O-FLOW	RN: 819114162	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	ELK-O-LITE	RN: 818965746	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	STINGRAY	RN: 818965738	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	CHIEF	RN: 819000574	Registered	Elkhart Brass Manufacturing Company, Inc.
Brazil	SELECT-O-MATIC	RN: 818839813	Renewed	Elkhart Brass Manufacturing Company, Inc.
Brazil	SELECT-O-STREAM	RN: 818839821	Renewed	Elkhart Brass Manufacturing Company, Inc.
Brazil	THE STINGER	RN: 818839830	Renewed	Elkhart Brass Manufacturing Company, Inc.
Brazil	HYDRO-FOAM	RN: 818839848	Renewed	Elkhart Brass Manufacturing Company, Inc.
Brazil	SCORPION	RN: 818999543	Renewed	Elkhart Brass Manufacturing Company, Inc.
Chile	ELKHART	AN: 1115923	Pending	Elkhart Brass Manufacturing Company, Inc.
Chile	ELKHART	RN: 697958	Registered	Elkhart Brass Manufacturing Company, Inc.
Colombia	ELKHART	RN: 114456	Registered	Elkhart Brass Manufacturing Company, Inc.
Peru	ELKHART	RN: PI0052493 AN: 1989-152522	Renewed	Elkhart Brass Manufacturing Company, Inc.
Peru	ELKHART	RN: PI0052493 AN: 2004-206790	Renewed	Elkhart Brass Manufacturing Company, Inc.

Country	Mark/Name	Ser./Reg./App. No.	Status	Owner
Peru	ELKHART	RN: PI0052493 AN: 1994-234191	Renewed	Elkhart Brass Manufacturing Company, Inc.
Venezuela	ELKHART	RN: F120770	Renewed	Elkhart Brass Manufacturing Company, Inc.