

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North American Filter Corporation		04/24/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Community Bank, N.A.		
Street Address:	5 Seneca Street		
City:	Geneva		
State/Country:	NEW YORK		
Postal Code:	14456		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2256355	CRYSTAL-LINE	
Registration Number:	2687148	MICROSTREAM	
Registration Number:	1530736	NAFCO	
Registration Number:	1555504	SURE SEAL	
Registration Number:	1477564	REAL FILTER	
Registration Number:	2137553	LEAP	
CORRESPONDENCE DATA			
Fax Number:	5852582821		
<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:	585-258-2834		
Email:	pleone@underbergkessler.com		
Correspondent Name:	Edmund J. Russell, III, Esq.		
Address Line 1:	300 Bausch & Lomb Place		
Address Line 2:	Underberg & Kessler LLP		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Edmund J. Russell III, Esq		
SIGNATURE:	/Edmund J. Russell III, Esq./		
DATE SIGNED:	04/28/2015		

OP \$165.00 2256355

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made April 24, 2015 in favor of COMMUNITY BANK, N. A. ("Bank"), a National Association organized under the laws of the United States of America having its principal office at 5 Seneca Street, Geneva, New York 14456, by NORTH AMERICAN FILTER CORPORATION ("Grantor"), a corporation formed under the laws of the State of New York with offices at 200 West Shore Boulevard, Newark, New York 14513.

Grantor and Bank hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used in this Agreement:

"Collateral" has the meaning set forth in Section 2.

"Liabilities" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from Grantor to Bank (including without limitation all sums expended by the Bank for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

"Loan Documents" mean all documents evidencing and relating to the Liabilities due and owing from Grantor to Bank.

"PTO" means the United States Patent and Trademark Office.

2. Security Interest. Each Grantor hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in writing by the Secured Party. Secured Party agrees to provide such agreement to Grantor upon full and final payment and satisfaction of all Liabilities. This Agreement has been entered into in conjunction with the security interests granted to Bank under the Loan Documents. The rights and remedies of Bank with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Documents, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Bank that a true and correct list of all of the existing Collateral consisting of trademarks and trademark applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be requested by Bank to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Bank may record this Agreement, an abstract thereof, or any other document describing Bank's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Bank to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Bank. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Bank in a writing signed by the Grantor of the brief details thereof and grant to the Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Bank.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party with respect to any such new trademark rights promptly, and at any time upon Secured Party's request. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party unilaterally to modify this Agreement by

amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement and the Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Documents. Notwithstanding the foregoing, Bank unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Loan Documents, the terms of the Loan Documents shall be controlling.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Default. The occurrence of any Event of Default under any of the Loan Documents shall be an "Event of Default" under this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as the Liabilities have been finally and irrevocably satisfied in full.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Documents.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Bank or by any officer or employee of the Bank, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Bank hereunder unless agreed by the Bank in

writing. None of the rights and remedies of Bank hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Bank. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Bank in writing.

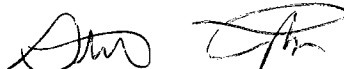
14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

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

NORTH AMERICAN FILTER CORPORATION

By: 

Steven M. Taylor, President

SCHEDULE A

- | | |
|------------------------|--------------|
| a) Trademark 2,256,355 | Crystal Line |
| b) Trademark 2,687,148 | MicroStream |
| c) Trademark 1,530,736 | NAFCO (wave) |
| d) Trademark 1,555,504 | Sure Seal |
| e) Trademark 1,477,564 | Real Filter |
| f) Trademark 2,137,553 | LEAP |