

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340681

<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>
IOP Filter Holdings, Inc.		05/05/2015	CORPORATION: DELAWARE
Kuss Filtration Inc.		05/05/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3795035	KUSS	
<b>Registration Number:</b>	4400823	KUSS FILTRATION	
<b>Registration Number:</b>	4633216	KUSSLIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15019		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	05/08/2015		

OP \$90.00 3795035

**Total Attachments: 9**

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is made as of this 5th day of May, 2015, by IOP FILTER HOLDINGS, INC., a corporation organized under the laws of the State of Delaware, ("Holdings") and KUSS FILTRATION INC., a corporation formed under the laws of the State of Delaware (the "Company" and, together with Holdings, collectively, "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark,

any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

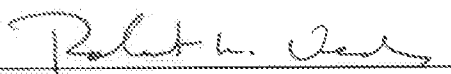
7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

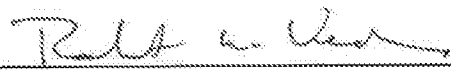
9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

Each of the parties has signed this Agreement as of the day and year first above written.

**IOP FILTER HOLDINGS, INC.**

By:   
Name: Robert M. Vedra  
Title: Vice President and Secretary

**KUSS FILTRATION INC.**

By:   
Name: Robert M. Vedra  
Title: Vice President and Secretary

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

I. Trademarks and Trademark Applications

Country	Trademark	Status	Application Number	Registration Number	Filing Date	Registration Date
AU – Australia	KUSS In Class 7	Registered	1377841	1799841	16-AUG-10	16-AUG-10
CN – China	KUSS In Class 07 Int.	Registered	4976095	4976095	01-NOV-05	14-OCT-08
JP – Japan	KUSS In Class 04 Int., 07 Int.	Registered	2005-101836	5023416	31-OCT-05	02-FEB-07
TH - Thailand	KUSS In Class 07 Int.	Registered	609390	TM265180	09-NOV-05	26-JUL-07
US – United States of America	KUSS In Class 07 Int.	Registered	78742063	3795035	27-OCT-05	25-MAY-10
US – United States of America	Kuss and Kuss Logo	Registered	85/489,370	4,400,823		9/10/13
Brazil	Kuss and Kuss Logo	Registered	840155891 840155883			
US – United States of America	KussLife	Registered	85/896,722	4,633,216		11/4/14
Russia	KussLife	Registered	1161229			7/21/14
Canada	KussLife	Registered	1161229	1623319		
Switzerland	KussLife	Registered	1161229			
Vietnam	KussLife	Registered				
Australia	KussLife	Registered	1161229	1561375		11/26/14

Korea	KussLife	Registered	1161229	981/799077901	3/13/14
CN – China	KussLife	Registered	1161229	981/795301101	2/26/14
Mexico	KussLife	Registered	1161229	981/778747101	9/12/13
Brazil	KussLife	Registered	840494718		

II. Patents and Patent Applications

Patent No. / Application No. / Publication No.	Country	Title
5,665,229	United States	IN-TANK FUEL FILTER WITH FLOATING MOUNTING
5,716,522	United States	NON-WOVEN DEPTH MEDIA IN-TANK FUEL FILTER
5,807,483	United States	SNAP LATCH FILTER RING FOR A FUEL INJECTOR
5,820,754	United States	SNAP LATCH FILTER RING FOR A FUEL INJECTOR
5,876,599	United States	COMPACT IN-TANK FUEL FILTER AND MODULE
5,902,480	United States	DEPTH MEDIA IN-TANK FUEL FILTER WITH EXTRUDED MESH SHELL
6,220,454	United States	COMPACT IN-TANK FUEL FILTER
6,235,073	United States	FASTENER RETENTION SYSTEM
6,464,870	United States	FILTER ASSEMBLY HAVING PLASTIC MESH CONDUCTIVE SURROUND
6,471,072	United States	FILTER WITH PUMP RETAINING FEATURE

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6,569,219	United States	AIR FILTER WITH SERVICEABLE FILTER MEDIA
6,613,227	United States	ELECTRONICALLY CONDUCTIVE IN-TANK FUEL FILTER
6,740,236	United States	FUEL FILTER ASSEMBLY HAVING A CONDUCTIVE SPRING
7,070,641	United States	CARBON MEDIA FILTER ELEMENT
7,217,361	United States	FILTER WITH SUPPORT COLUMNS
7,247,183	United States	PANEL FILTER WITH GASKET SEAL
7,927,400	United States	STATIC DISSIPATIVE FILTRATION MEDIA
7,976,712	United States	APPARATUS, SYSTEM, AND METHOD FOR FILTRATION OF A DOSING FLUID IN AN EXHAUST AFTER TREATMENT SYSTEM
8,080,086	United States	STATIC DISSIPATIVE FILTRATION MEDIA
8,490,682	United States	SUCTION FILTER DESIGN FOR FLUID THAWING
8,524,091	United States	APPARATUS, SYSTEM, AND METHOD FOR FILTRATION OF A DOSING FLUID IN AN EXHAUST AFTER TREATMENT SYSTEM
8,715,497	United States	IN-TANK FLUID FILTER WITH PLASTIC RETAINER
8,728,308	United States	BENT FILTER WITH BEND RETENTION FEATURE
D724,179 S	United States	OIL FILTER
US2012/0248024	United States	FILTER WITH INNER-SEALED PULSATION DAMPENER
US2014/0238510 14/192,493	United States	IN-TANK SUCTION FILTER AS THE RESERVE CAVITY FOR A FLUID RESERVOIR
PCT/US14/19069	NA	IN-TANK SUCTION FILTER AS THE RESERVE CAVITY FOR A

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			FLUID RESERVOIR
US2014/ 0202951 14/158,186	United States		CHANNEL DEPTH FILTRATION MEDIA
PCT/WO2014/ 113670A1	NA		CHANNEL DEPTH FILTRATION MEDIA
WO2012/ 1346961	NA		IN-TANK FLUID FILTER WITH PLASTIC RETAINER
WO2012/ 096942A1	NA		BENT FILTER WITH BEND RETENTION FEATURE
12/687,705	United States		FILTRATION DEVICE FOR FLUID CIRCULATING IN AN ENGINE OF A PIECE OF HYDRAULIC EQUIPMENT, COMPRISED OF A MEANS FOR HEATING THE FLUID ADJOINING THE FILTRATION MEANS
12/781,293	United States		SUCTION FILTER FOR FLUID THAWING
62/001,922	United States		Forming Filtration Media for Maintaining Flow
62/028,997	United States		multi-purpose/multi-positional stack for in-tank sock filters
BR112013025235-9	Brazil		14625-101
PI0911096-8	Brazil		STATIC DISSIPATIVE FILTRATION MEDIA
PI0805084-8	Brazil		Apparatus, System, and Method for Filtration of a Dosing Fluid in an exhaust aftertreatment system
PI1012983-9	Brazil		SUCTION FILTER DESIGN FOR FLUID THAWING
ZL 200980112172.5	China		STATIC DISSIPATIVE FILTRATION MEDIA
201080037414.1	China		SUCTION FILTER DESIGN FOR FLUID THAWING
CN200510087638.4	China		Panel filter with gasket seal

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CN101732915, 200810177535.0	China	Apparatus, System, and Method for Filtration of a Dosing Fluid in an exhaust aftertreatment system
FR2790518	France	ENSEMBLE A FILTRE A CARBURANT INCORPORE DANS LE RESERVOIR
FR2812822	France	ASSEMBLAGE DE FILTRE ELECTRIQUEMENT CONDUCTEUR
FR2937877	France	Apparatus, System, and Method for Filtration of a Dosing Fluid in an exhaust aftertreatment system
FR2736395	France	FILTRE IMMERGE A CARBURANT POUR MONTAGE FLOTTANT
FR2941156A1	France	DISPOSITIF DE FILTRATION POUR LIQUIDE CIRCULANT DANS UN MOTEUR OU UN EQUIPEMENT HYDRAULIQUE, COMPRENANT DES MOYENS DE CHAUFFAGE DU LIQUIDE JOUXTANT LES MOYENS DE FILTRATION
GB1099462	Great Britain	FASTENER RETENTION SYSTEM
GB2347876	Great Britain	In-tank fuel filter with composite filtration layers
GB2367507	Great Britain	Filter assembly having conductive surround
DE19600980	Germany	Brennstoff-Tank-Filter mit Halterung; INTANK FILTER WITH FLOATING MOUNT
DE19816689	Germany	A compact in-take fuel pump and filter assembly for a vehicle
DE19905969	Germany	In-tank fuel filter for automobiles
DE60034413.4	Germany	Halterungssystem fuer Bestimmungsmittel; FASTENER RETENTION SYSTEM
DE10138073.9	Germany	Filteranordnung mit leitender Huelle; FILTER ASSEMBLY WITH CONDUCTIVE SURROUND
DE102004035379.4	Germany	Halterungssystem fuer Bestimmungsmittel; FILTER WITH SUPPORT COLUMNS
DE112009000576.4	Germany	Statisch dissipative Filtrationsmedien; STATIC DISSIPATIVE FILTRATION MEDIA
DE102008053026.3	Germany	Apparatus, System, and Method for Filtration of a Dosing Fluid in an exhaust aftertreatment system

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IT1309652	Italy	In-tank fuel filter for automobiles
JP4373504	Japan	Compact In-Tank Fule Filter and Module
JP4350193	Japan	DEPTH MEDIA IN-TANK FUEL FILTER WITH EXTRUDED MESH SHELL
JP4359837	Japan	Filter with Support Columns
ES2124164	Spain	FILTRO DE COMBUSTIBLE SITUADO DENTRO DEL DEPOSITO, CON UN MONTAJE FLOTANTE.
US20120248021A1	United States	In-tank fluid filter with plastic retainer
US20120175297A1	United States	Bent filter with bend retention feature
US20120183459A1	United States	Apparatus, system and method for filtration of a dosing fluid in an exhaust aftertreatment system
US20110233123A1	United States	Apparatus, system and method for filtration of a dosing fluid in an exhaust aftertreatment system

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