

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engineered Machinery, Inc.		04/24/2015	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4002438	EMI ENGINEERED MACHINERY INC	
Registration Number:	3994014	E-FUSE	
Registration Number:	3994015	E-FORM	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	86740-1		
NAME OF SUBMITTER:	Laura L. Konrath		
SIGNATURE:	/Laura L. Konrath/		
DATE SIGNED:	06/02/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 24, 2015 (the "Effective Date") by Engineered Machinery, Inc., an Oregon corporation (the "Grantor"), in favor of PNC Bank, National Association, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement referred to below.

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of April 6, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Flow Solutions Holdings, Inc., a Delaware corporation, the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement the Grantor has, as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the trademark registrations and applications referred to in Schedule 1 hereto.

Section 2. Recordation. The Grantor authorizes the Administrative Agent to file this Agreement with the United States Patent and Trademark Office.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury. Sections 13(e), 13(f) and 14 of the Security Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year first above written.

ENGINEERED MACHINERY, INC.,
as Grantor

By: 


Name: Amath Fall

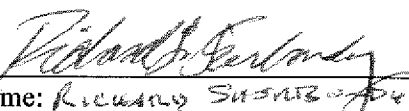
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 005544 FRAME: 0880

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: DAVID G. SMITH
Title: VICE-PRESIDENT

By: 
Name: RICHARD S. SUSSMAN
Title: VICE-PRESIDENT

TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Registration Date</u>
	85204394	4002438	2011-07-26
e-Fuse	85204410	3994014	2011-07-12
e-Form	85204425	3994015	2011-07-12