

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PURAFIL, INC.		07/17/2015	CORPORATION: GEORGIA
KAYDON CUSTOM FILTRATION CORPORATION		07/17/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, as Collateral Agent
Street Address:	115 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CHARTERED BANK: CANADA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1742142	ONGUARD
Registration Number:	1500062	PURACARB
Registration Number:	795401	PURAFIL
Registration Number:	1522278	PURAFIL
Registration Number:	3845963	PURAFIL SCIENTIFIC
Registration Number:	2036536	PURAFILTER
Registration Number:	3845905	PURAGRID
Registration Number:	1186269	PURAKOL
Registration Number:	4291156	
Registration Number:	1293597	CHLOROSORB
Registration Number:	1508731	FIRST...IN CLEAN AIR
Registration Number:	3845906	GRIDBLOK
Registration Number:	2748275	ALPHASORB
Registration Number:	374092	TELEFLO
Registration Number:	1364356	KAYDRI
Registration Number:	1366553	BOWSER
Registration Number:	1503598	TURBO-TOC
Registration Number:	1790135	MINI-VAC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3364098	K-TOUCH
Registration Number:	3985778	KAYMAX
Registration Number:	4724395	KAYDON ENVIRONMENTAL SERVICES GROUP
Registration Number:	4724396	KAYDON ENVIRONMENTAL SERVICES GROUP

CORRESPONDENCE DATA

Fax Number: 2128225178
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.
Phone: 2125305178
Email: lkass@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 1: 28 Liberty Street
Address Line 2: c/o Lawrence Kass
Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.53100
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	07/20/2015

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of July 17, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Bank of Montreal, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement dated as of November 21, 2013 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the United States registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Second Lien Trademark Security Agreement.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section

1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement, among FILTRATION GROUP CORPORATION, POREX CORPORATION, POREX HOLDING CORPORATION, GOLDMAN SACHS BANK USA, as First Lien Collateral Agent and BANK OF MONTREAL, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

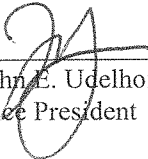
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart by “pdf” or other electronic transmission shall be deemed to be an original.

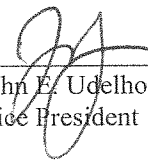
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PURAFIL, INC.

By:  _____
Name: John E. Udelhofen
Title: Vice President

KAYDON CUSTOM FILTRATION CORPORATION

By:  _____
Name: John E. Udelhofen
Title: Vice President

Accepted and Agreed:

BANK OF MONTREAL,
as Collateral Agent

By: Kathleen K. Robinson
Authorized Signatory

[Signature Page to Trademark Security Agreement - 2nd Lien]

TRADEMARK
REEL: 005580 FRAME: 0549

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTRATIONS

Owner	Jurisdiction	Trademark	Registration No.	Registration Date
PURAFIL, INC.	United States	ONGUARD	1,742,142	12/22/1992
PURAFIL, INC.	United States	PURACARB	1,500,062	8/16/1988
PURAFIL, INC.	United States	PURAFIL	795,401	9/7/1965
PURAFIL, INC.	United States	PURAFIL (STYLIZED)	1,522,278	1/31/1989
PURAFIL, INC.	United States	PURAFIL SCIENTIFIC	3,845,963	9/7/2010
PURAFIL, INC.	United States	PURAFILTER (Stylized)	2,036,536	2/11/1997
PURAFIL, INC.	United States	PURAGRID	3,845,905	9/7/2010
PURAFIL, INC.	United States	PURAKOL	1,186,269	1/19/1982
PURAFIL, INC.	United States	SKUNK DESIGN	4,291,156	2/19/2013
PURAFIL, INC.	United States	CHLOROSORB	1,293,597	9/11/1984
PURAFIL, INC.	United States	FIRST . . . IN CLEAN AIR	1,508,731	10/18/1988
PURAFIL, INC.	United States	GRIDBLOK	3,845,906	9/7/2010
PURAFIL, INC.	United States	ALPHASORB	2,748,275	8/5/2003
KAYDON CUSTOM FILTRATION CORPORATION	United States	TELEFLO	374092	1/2/1940
KAYDON CUSTOM FILTRATION CORPORATION	United States	KAYDRI	1364356	10/8/1985
KAYDON CUSTOM FILTRATION CORPORATION	United States	BOWSER (AND DESIGN)	1366553	10/22/1985
KAYDON CUSTOM FILTRATION CORPORATION	United States	TURBO-TOC	1503598	9/13/1988
KAYDON CUSTOM FILTRATION CORPORATION	United States	MINI-VAC	1790135	8/31/1993
KAYDON CUSTOM FILTRATION CORPORATION	United States	K-TOUCH	3364098	1/8/2008
KAYDON CUSTOM FILTRATION CORPORATION	United States	KAYMAX	3985778	6/28/2011

Owner	Jurisdiction	Trademark	Registration No.	Registration Date
KAYDON CUSTOM FILTRATION CORPORATION	United States	KAYDON ENVIRONMENTAL SERVICES GROUP	4724395	4/21/2015
KAYDON CUSTOM FILTRATION CORPORATION	United States	KAYDON ENVIRONMENTAL SERVICES GROUP AND DESIGN	4724396	4/21/2015