

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348930

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Collateral Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wachs Valve and Hydrant Services, LLC		07/21/2015	LIMITED LIABILITY PARTNERSHIP: INDIANA
RECEIVING PARTY DATA			Illinois Limited Liability Company
Name:	Bank of Montreal		
Street Address:	First Canadian Center, 9th Floor, 350 - 7th Avenue SW		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2P 3N9		
Entity Type:	Charter Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4030903	W	
Registration Number:	4030904	W WACHS WATER SERVICES	
Registration Number:	4030905	W WACHS WATER SERVICES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	chapman and Cutler LLP		
Address Line 1:	111, West Monroe Street		
Address Line 2:	111 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Chapman and Cutler LLP		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	07/22/2015		
Total Attachments: 6			
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TRADEMARK COLLATERAL AGREEMENT

This 21th day of July, 2015, Wachs Valve and Hydrant Services, LLC, an Illinois limited liability company ("*Debtor*") with its principal place of business and mailing address at 801 Asbury Drive, Buffalo Grove, IL 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank (together with its successors and assigns, the "*Lender*"), with its mailing address at First Canadian Center, 9th Floor, 350 - 7th Avenue SW, Calgary, Alberta T2P 3N9, and grants to Lender a continuing security interest in and to all of the right, title and interest of the Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of July 21, 2015 by and among Debtor, certain other Debtors party thereto and Lender, as the same may be amended, supplemented, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.

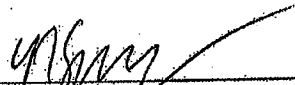
Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be governed by and construed in accordance with the State of Illinois (without regard to principles of conflicts of law). This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WACHS VALVE AND HYDRANT SERVICES, LLC

By 
Name Nicole Springer
Title Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Lender

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.


WACHS VALVE AND HYDRANT SERVICES, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Lender

By  _____
Name **Craig Campbell**
Title **Managing Director**
BMO Corporate Finance

By:  _____
Name: Rizwan Malik
Title: Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
Drops Logo – Federally-registered Service Mark	4,030,903	
Horizontal Logo – Federally-registered Service Mark	4,030,904	
Vertical Logo – Federally-registered Service Mark no.	4,030,905	

PENDING FEDERAL TRADEMARK APPLICATIONS

None.