

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELTAVALVE, LLC		08/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
GROTH EQUIPMENT CORPORATION OF LOUISIANA		08/11/2015	CORPORATION: LOUISIANA
TAPCOENPRO, LLC		08/11/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LBC CREDIT PARTNERS III, L.P.
Street Address:	Cira Centre, 2929 Arch Street, Suite 1550
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-7340
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75693512	BOLT-LESS SLIDE VALVE
Serial Number:	75936738	TAPCO
Serial Number:	75895747	DELTADISC
Serial Number:	78279167	DELTAGLIDE
Serial Number:	76493355	DELTAGUARD
Serial Number:	77801656	DELTAVALVE
Serial Number:	75895789	DELTAWEDGE

CORRESPONDENCE DATA

Fax Number: 2158511420

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: 215-851-8100

Email: phlipdocketing@reedsmith.com

Correspondent Name: Laura Park Amato, Reed Smith LLP

Address Line 1: 1717 Arch Street, Three Logan Square

TRADEMARK

Address Line 2: Suite 3100
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 885677.60012

NAME OF SUBMITTER: Laura Park Amato

SIGNATURE: /Laura Park Amato/

DATE SIGNED: 08/13/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of this 11th day of August, 2015, by the Grantors listed on the signature pages hereof (each a “Grantor” and collectively, jointly and severally, the “Grantors”), in favor of LBC CREDIT PARTNERS III, L.P., in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain 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 DOWNSTREAM AGGREGATOR, LLC, a Delaware limited liability company (“Holdings”), DELTAVALVE, LLC, a Delaware limited liability company (“DeltaValve”), GROTH EQUIPMENT CORPORATION OF LOUISIANA, a Louisiana corporation (“Groth”), TAPCOENPRO, LLC, a Delaware limited liability company (“TapcoEnpro” and, together with Groth, DeltaValve, and each other Person from time to time joined as a party to the Credit Agreement as a “Borrower” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “Borrowers” and each a “Borrower”), the entities which are now or which hereafter become a party thereto as a lender to the Borrowers (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security 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, each 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 of Security Interest in Trademark Collateral.** Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following Collateral, whether now owned or existing or hereafter arising or acquired (collectively, the “Trademark Collateral”): all of those trademarks, and trademark applications, and associated goodwill referred to on **Schedule I** hereto; and all products and proceeds of the foregoing; provided however that the term “Trademark Collateral” shall be subject in all respects to the provisos set forth at the end of the definition of “Collateral” in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein or any Excluded Assets.

3. **Security For Obligations.** This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now

existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Credit Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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. Counterparts. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such separate counterparts shall constitute one and the same agreement. Any signatures delivered by a party by facsimile, .pdf or similar method of electronic transmission shall be deemed an original signature hereto.

6. Construction. The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including references to this Trademark Security Agreement or any of the Other Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof. Whenever the words “including” or “include” shall be used, such words shall be understood to mean “including, without limitation” or “include, without limitation”. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.


[Remainder of page intentionally left blank; signature pages follow.]

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

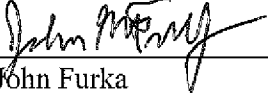
GRANTORS: **DELTAVALVE, LLC,**
a Delaware limited liability company

By: 
Name: John Furka
Title: Chief Financial Officer

TAPCOENPRO, LLC,
a Delaware limited liability company


By: 
Name: John Furka
Title: Chief Financial Officer

GROTH EQUIPMENT CORPORATION OF LOUISIANA,
a Louisiana corporation

By: 
Name: John Furka
Title: Chief Financial Officer

**ACCEPTED AND
ACKNOWLEDGED BY:**

LBC CREDIT PARTNERS III, L.P.,
as Agent

By: 
Name: David E. Fraimow
Title: Vice President

[Signature Page to Trademark Security Agreement (DeltaValve)]

TRADEMARK
REEL: 005598 FRAME: 0858

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
BOLT-LESS SLIDE VALVE	US	75/693,512	4/29/1999	2,730,852	6/24/2003	TapcoEnpro, LLC
TAPCO	European Union	000498998	3/27/1999	000498998	6/7/1999	TapcoEnpro, LLC
TAPCO	India	928682	5/31/2000	928682	5/31/2000	TapcoEnpro, LLC
TAPCO	United Kingdom	2,152,901	12/5/1997	2,152,901	1/29/1999	TapcoEnpro, LLC
TAPCO	US	75/936,738	3/6/2000	2,501,579	10/30/2001	TapcoEnpro, LLC
TAPCO AND DESIGN	Australia	N/A	6/16/1998	764733	2/19/1999	TapcoEnpro, LLC
TAPCO INTERNATIONAL	China	5923566	2/17/2007	5923566	11/7/2009	TapcoEnpro, LLC
TAPCO INTERNATIONAL	China	5923565	2/17/2007	5923565	1/28/2010	TapcoEnpro, LLC
TAPCO INTERNATIONAL	China	5923583	2/17/2007	5923583	12/14/2009	TapcoEnpro, LLC
TAPCO INTERNATIONAL	China	5923582	2/17/2007	5923582	6/28/2010	TapcoEnpro, LLC
TAPCO INTERNATIONAL	China	5923581	2/17/2007	5923581	2/21/2012	TapcoEnpro, LLC
TAPCO INTERNATIONAL	China	5923580	2/17/2007	5923580	12/14/2010	TapcoEnpro, LLC
TAPCO INTERNATIONAL	China	6409101	11/30/2007	6409101	7/7/2010	TapcoEnpro, LLC
TAPCO INTERNATIONAL (Stylized)	Canada	362193	3/8/1973	203,360	11/22/1974	TapcoEnpro, LLC
ENPRO	China	5923579	2/17/2007	5923579	1/28/2010	TapcoEnpro, LLC
ENPRO	China	5923578	2/17/2007	5923578	1/28/2010	TapcoEnpro, LLC
ENPRO	China	5923575	2/17/2007	5923575	6/28/2010	TapcoEnpro, LLC
ENPRO	China	5923593	2/17/2007	5923593	11/21/2010	TapcoEnpro, LLC
ENPRO	China	6409102	11/30/2007	6409102	2/28/2011	TapcoEnpro, LLC

Schedule I

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**TRADEMARK
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Mark	Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Owner
DeltaDisc	US	75/895,747	12/28/1999	2,548,931	3/19/2002	DeltaValve, LLC
DELTAGLIDE	US	78/279,167	7/25/2003	3,002,662	9/27/2005	DeltaValve, LLC
Deltaguard	Brazil	828011290	12/19/2005	828011290	3/18/2008	DeltaValve, LLC
Deltaguard	Canada	1,280,272	11/21/2005	TMA730,054	12/3/2008	DeltaValve, LLC
Deltaguard	China (People's Republic)	5058869	12/13/2005	5058869	11/21/2008	DeltaValve, LLC
DELTAGUARD	European Community	003299591	8/5/2003	003299591	12/10/2004	DeltaValve, LLC
Deltaguard	India	1219274	7/31/2003	1219274	7/31/2003	DeltaValve, LLC
Deltaguard	Mexico	751950	11/21/2005	912262	11/30/2005	DeltaValve, LLC
Deltaguard	US	76/493,355	2/27/2003	2,878,539	8/31/2004	DeltaValve, LLC
Deltaguard	Venezuela	2006-003919	2/24/2006	275290	11/30/2006	DeltaValve, LLC
DeltaValve	US	77/801,656	8/11/2009	4,036,734	10/11/2011	DeltaValve, LLC
DeltaValve & Design	Brazil	826219675	1/27/2004	826219675	11/21/2007	DeltaValve, LLC
DeltaValve & Design	Canada	1,204,302	1/27/2004	TMA715,454	5/29/2008	DeltaValve, LLC
DELTAVALVE & DESIGN	China (People's Republic)	3827300	12/3/2003	3827300	8/21/2008	DeltaValve, LLC
DeltaValve & Design	Venezuela	790-2004	1/23/2004	P-257729	11/10/2004	DeltaValve, LLC
DeltaWedge	US	75/895,789	12/28/1999	2,647,835	11/12/2002	DeltaValve, LLC
DELTAVALVE	China	5923589	2/17/2007	5923589	12/14/2009	DeltaValve, LLC
DELTAVALVE	China	5923588	2/17/2007	5293588	4/14/2010	DeltaValve, LLC
DELTAVALVE	China	6260379	9/5/2007	6260379	2/7/2010	DeltaValve, LLC
DELTAVALVE	China	6260380	9/5/2007	6260380	5/7/2014	DeltaValve, LLC

