

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355424

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|---|------------------------------------|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GRACO SUPPLY COMPANY | | 09/17/2015 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | MB Financial Bank, N.A. | | |
| Street Address: | 9550 W. Higgins Road | | |
| City: | Rosemont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | BANKING INSTITUTION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3704071 | GRACO SUPPLY AND INTEGRATED SERVICES | |
| Registration Number: | 3704072 | SELL THE RIGHT THINGS. SELL THINGS RIGHT | |
| 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: | kansley@stradley.com | | |
| Correspondent Name: | Kareem Ansley | | |
| Address Line 1: | Stradley Ronon | | |
| Address Line 2: | 100 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 187520-0003 | | |
| NAME OF SUBMITTER: | Kareem Ansley | | |
| SIGNATURE: | /Kareem Ansley/ | | |
| DATE SIGNED: | 09/17/2015 | | |
| Total Attachments: 5 | | | |
| source=Grant of Security Interest in Trademarks and Patents#page1.tif | | | |
| source=Grant of Security Interest in Trademarks and Patents#page2.tif | | | |
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CH \$65.00 3704071

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, **GRACO SUPPLY COMPANY**, a Texas corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of September 17, 2015, between the Grantor and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

GRACO SUPPLY COMPANY,
a Texas Corporation

By: 

Name: Jeffrey P. Hazelrigg

Title: ~~Senior~~ Vice President, Chief Financial
Officer and Secretary

[SIGNATURE(S) CONTINUE ONTO NEXT PAGE]

GRANTEE:

MB FINANCIAL BANK, N.A.

By: 

Name: Raphael Shin

Title: Senior Vice President

Schedule A - Trademarks

| <u>Owner</u> | <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------------|---|--------------------------------|------------------------------|
| Graco Supply Company | SELL THE RIGHT THINGS. SELL THINGS RIGHT. | 3,704,072 | Nov. 3, 2009 |
| Graco Supply Company | GRACO SUPPLY AND INTEGRATED SERVICES | 3,704,071 | Nov. 3, 2009 |

Schedule B – Patents

None.