

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM355867

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Graco Supply Company		09/17/2015	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Alcentra Capital Corporation
<b>Street Address:</b>	200 Park Avenue
<b>Internal Address:</b>	7th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10166
<b>Entity Type:</b>	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3704072	SELL THE RIGHT THINGS. SELL THINGS RIGHT
<b>Registration Number:</b>	3704071	GRACO SUPPLY AND INTEGRATED SERVICES

**CORRESPONDENCE DATA**

**Fax Number:** 9198216800  
*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:** 919-821-1220  
**Email:** gcollins@smithlaw.com  
**Correspondent Name:** Grace S. Collins  
**Address Line 1:** 150 Fayetteville Street  
**Address Line 2:** Suite 2300  
**Address Line 4:** Raleigh, NORTH CAROLINA 27601

<b>ATTORNEY DOCKET NUMBER:</b>	13399.017
<b>NAME OF SUBMITTER:</b>	Grace S. Collins
<b>SIGNATURE:</b>	/s/ Grace S. Collins
<b>DATE SIGNED:</b>	09/22/2015

**Total Attachments: 6**

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**THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE “SUBORDINATION AGREEMENT”) DATED AS OF THE DATE HEREOF, BY AND AMONG GRACO SUPPLY COMPANY, A TEXAS CORPORATION (“BORROWER”), THE GUARANTORS PARTY THERETO AND AS DEFINED THEREIN, ALCENTRA CAPITAL CORPORATION AND MB FINANCIAL BANK, N.A. (“SENIOR LENDER”), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWER PURSUANT TO THAT CERTAIN CREDIT AND SECURITY AGREEMENT DATED AS OF THE DATE HEREOF AMONG BORROWER, GUARANTORS AND SENIOR LENDER, AS SUCH CREDIT AND SECURITY AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RENEWED, RESTATED OR REPLACED FROM TIME TO TIME; AND EACH PARTY TO THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.**

**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;

WHEREAS, Alcentra Capital Corporation, a Maryland corporation (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 the date hereof, among the Grantor, the Grantee and the other Persons from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; all terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings given them in 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 of the foregoing, (iv) all of the goodwill of the businesses with which the Marks and Patents 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 IN TRADEMARKS AND PATENTS (this “**Grant of Security Interest**”) is made to secure the satisfactory performance and payment in full 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.

This Grant of Security Interest may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Grant of Security Interest to produce or account for more than one such counterpart. Facsimile or electronic transmissions of any executed original document and/or retransmission of any executed facsimile or electronic transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm such transmissions by executing duplicate original documents and delivering the same to the requesting party or parties.

THIS GRANT OF SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE PROVISIONS OF THE CREDIT AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

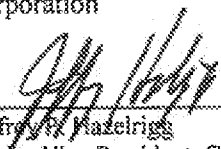
Notwithstanding anything to the contrary stated in this Grant of Security Interest, the rights of the Grantee, and the obligations of the Grantor, under this Grant of Security Interest are subject in all respects to the provisions set forth in the Subordination Agreement, and the rights of the Senior Lender set forth therein. In the event of any conflict between the terms of the Subordination Agreement and this Grant of Security Interest, the terms of the Subordination 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 W. Hazelrigg  
Title: Senior Vice President, Chief Financial Officer  
and Secretary

[Signature Page Grant of Security Interest in Trademarks and Patents]

**TRADEMARK**  
**REEL: 005627 FRAME: 0868**

**GRANTEE:**

ALCENTRA CAPITAL CORPORATION

By: Alcentra NY LLC, as Advisor to Alcentra Capital Corporation

By:   
Name: Branko Krmpotic  
Title: Senior Vice President

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
United States	SELL THE RIGHT THINGS. SELL THINGS RIGHT.	3,704,072	Nov. 3, 2009	Graco Supply Company
United States	GRACO SUPPLY AND INTEGRATED SERVICES	3,704,071	Nov. 3, 2009	Graco Supply Company

**Schedule B – Patents**

None.