

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Term Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TACO, INC.		12/30/2015	CORPORATION: RHODE ISLAND
HYDROFLO PUMPS USA, INC.		12/30/2015	CORPORATION: TENNESSEE

## RECEIVING PARTY DATA

<b>Name:</b>	Citizens Bank, National Association, as Administrative Agent
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	0610535	AIR SCOOP
Registration Number:	1505677	TACONET
Registration Number:	1762424	TACO
Registration Number:	1762425	TACO
Registration Number:	1757973	TACO
Registration Number:	1759728	TACO-VENT
Registration Number:	2016172	VORTECH
Registration Number:	2485816	LOADMATCH
Registration Number:	2894213	DO IT ONCE. DO IT RIGHT.
Registration Number:	3284999	FREEDOM FLANGE
Registration Number:	3584026	CONTROLS MADE EASY
Registration Number:	3693147	SYSTEMS MADE EASY
Registration Number:	3623626	DUALVISION
Registration Number:	3475259	SUCCESS MADE EASY
Registration Number:	3475260	FLOPRO
Registration Number:	3855111	
Registration Number:	3832470	HOT-LINK

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3865218	IWORX
Registration Number:	3861587	IVIEW
Registration Number:	3875496	TACO
Registration Number:	3851404	ZONE SENTRY
Registration Number:	4099550	VIRIDIAN
Registration Number:	2913778	PRO-FIT
Registration Number:	2792906	IFC
Registration Number:	2938088	HYDRONIC SYSTEM SOLUTIONS
Registration Number:	3019830	PLUMB N' PLUG
Registration Number:	3008634	TWIN-TEE
Registration Number:	3019831	00
Registration Number:	3221263	COMFORT MADE EASY
Registration Number:	3053197	RADIANT MIXING BLOCK
Registration Number:	3194896	RADIANT MADE EASY
Registration Number:	3161713	400
Registration Number:	3065923	I SERIES
Registration Number:	3308866	X - PUMP BLOCK
Registration Number:	4005590	E-SMART
Registration Number:	4522302	BIO BARRIER
Registration Number:	4365968	SMARTDRIVE
Registration Number:	4503939	DO YOUR BEST WORK.
Registration Number:	4433621	IWORX. UGROW.
Registration Number:	4359282	FUELMIZER
Registration Number:	4801822	SMARTPLUS HOT WATER RECIRCULATION
Registration Number:	4413782	GEO-SENTRY
Registration Number:	4626459	ZERO LEAD PUMPS
Registration Number:	4545282	SELSSENSING SERIES WITH PROBALANCE
Registration Number:	4557549	SELSSENSING PROBALANCE
Registration Number:	4647960	FLOODBREAKER
Registration Number:	4761237	PROVIEW
Registration Number:	4740229	ONETOUCH PROBALANCE
Registration Number:	4631645	FLOPRO
Registration Number:	4628469	HY-VENT
Registration Number:	4837896	HOTLINKPLUS
Registration Number:	4816296	FUEL MIZER
Registration Number:	4796841	TACOGENIE
Serial Number:	86513862	LEAKBREAKER
Serial Number:	86651259	TACO COMFORT SOLUTIONS

Property Type	Number	Word Mark
Serial Number:	86658962	TACO COMFORT SOLUTIONS
Serial Number:	86660354	SMARTPLUG INSTANT HOT WATER CONTROL
Serial Number:	86660355	SMARTPLUG INSTANT HOT WATER CONTROL

**CORRESPONDENCE DATA**

**Fax Number:** 4045725135

*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:** 404-572-3493

**Email:** kosborne@kslaw.com

**Correspondent Name:** Karen Osborne, Senior Paralegal

**Address Line 1:** 1180 Peachtree Street, N.E.

**Address Line 2:** King & Spalding LLP

**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 18588.015203

**NAME OF SUBMITTER:** Karen Osborne

**SIGNATURE:** //Karen Osborne//

**DATE SIGNED:** 12/31/2015

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CITIZENS BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Term Loan and Security Agreement, dated as of the date hereof (as the same may be amended, refinanced, replaced, restated, supplemented or modified from time to time, the "Loan Agreement"), by and among TACO GROUP HOLDINGS, INC., a Rhode Island corporation (the "Borrower"), each of the Subsidiaries of the Borrower from time to time party thereto (individually a "Guarantor" and collectively the "Guarantors"), the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of each Loan Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Loan Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademarks, including, without limitation, those trademarks registered to such Grantor referred to on Schedule I hereto, and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

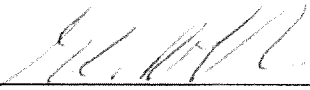
Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time (the "Intercreditor Agreement") among the Agent, as Term Agent, Citizens Business Capital, a division of Citizens Asset Finance, Inc., as ABL Agent and the Loan Parties from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each 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:**

**TACO, INC.**

By:   
Name: Glenn R. Graham  
Title: Treasurer

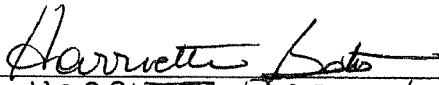
**HYDROFLO PUMPS USA, INC.**

By:   
Name: Glenn R. Graham  
Title: Treasurer

**ACCEPTED AND AGREED**

as of the date first above written:

**CITIZENS BANK, NATIONAL  
ASSOCIATION, as Agent**

By:   
Name: HARRIETTE WATSON  
Title: OFFICER

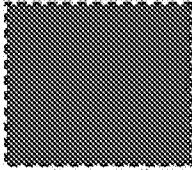

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

1. Registered Trademarks:

<b>Loan Party</b>	<b>Trademark</b>	<b>Serial/ Registration Number</b>	<b>Date of Registration</b>
TACO, INC.	<b>AIR SCOOP</b>	71-637011/ 610,535	08/16/1955 Renewed 08/16/2015
TACO, INC.	<b>TACONET</b>	73-710716/ 1,505,677	09/27/1998 Renewed 09/27/2008
TACO, INC.	<b>TACO and Design</b>	74-153835/ 1,762,424	04/06/1993 Renewed 04/06/2013
TACO, INC.	<b>TACO and Design</b>	74-153850/ 1,762,425	04/06/1993 Renewed 04/06/2013
TACO, INC.	<b>TACO</b>	74-222586/ 1,757,973	03/16/1993 Renewed 03/16/2013
TACO, INC.	<b>TACO-VENT</b>	74-222598/ 1,759,728	03/23/1993 Renewed 03/23/2013
TACO, INC.	<b>VORTECH</b>	74-573463/ 2,016,172	11/12/1996 Renewed 11/12/2006
TACO, INC.	<b>LOADMATCH</b>	75-708235/ 2,485,816	09/04/2001 Renewed 09/04/2011
TACO, INC.	<b>DO IT ONCE. DO IT RIGHT</b>	76-448009/ 2,894,213	10/19/2004 Renewed 10/19/2014
TACO, INC.	<b>FREEDOM FLANGE</b>	77-045842/ 3,284,999	08/28/2007
TACO, INC.	<b>CONTROLS MADE EASY</b>	77-219285/ 3,584,026	03/03/2009
TACO, INC.	<b>SYSTEMS MADE EASY</b>	77-219318/ 3,693,147	10/06/2009
TACO, INC.	<b>DUAL VISION</b>	77-219332/ 3,693,147	05/19/2009



		3,623,626	
TACO, INC.	SUCCESS MADE EASY	77-290477 / 3,475,259	7/29/2008
TACO, INC.	FloPro	77-290492 / 3,475,260	7/29/2008
TACO, INC.		77-356878 / 3,855,111	9/28/2010
TACO, INC.	HOT-LINK	77-527872 / 3,832,470	8/10/2010
TACO, INC.	IWORX	77-675617 / 3,865,218	10/19/2010
TACO, INC.	IVIEW	77-676627 / 3,861,587	10/12/2010
TACO, INC.		77-795572 / 3,875,496	11/16/2010
TACO, INC.	ZONE SENTRY	77-822013 / 3,851,404	9/21/2010
TACO, INC.	Viridian	77-934278 / 4,099,550	2/14/2012
TACO, INC.	PRO-FIT	78-100553/ 2,913,778	12/21/2004 Renewed 12/21/2014
TACO, INC.	IFC	78-100556/ 2,792,906	12/09/2003 Renewed 12/09/2013
TACO, INC.	HYDRONIC SYSTEM SOLUTIONS	78-381014/ 2,938,088	04/05/2005

			Renewed 04/05/2015
TACO, INC.	<b>PLUMB N' PLUG</b>	78-381053/ 3,019,830	11/29/2005 Renewed 11/29/2015
TACO, INC.	<b>TWIN-TEE</b>	78-381064/ 3,008,634	10/25/2005 Renewed 10/25/2015
TACO, INC.	<b>00</b>	78-381219/ 3,019,831	11/29/2005 Renewed 11/29/2015
TACO, INC.	<b>COMFORT MADE EASY</b>	78-381230 / 3,221,263	3/27/2007
TACO, INC.	<b>RADIANT MIXING BLOCK</b>	78-381242 / 3,053,197	1/31/2006
TACO, INC.	<b>RADIANT MADE EASY</b>	78-381244 / 3,194,896	1/2/2007
TACO, INC.	<b>400</b>	78-590340 / 3,161,713	10/24/2006
TACO, INC.	<b>I SERIES</b>	78-590463 / 3,065,923	March 7, 2006
TACO, INC.	<b>X - PUMP BLOCK</b>	78-711254 / 3,308,866	10/9/2007
TACO, INC.	<b>E-SMART</b>	85-197596 / 4,005,590	8/2/2011
TACO, INC.	<b>BIO Barrier</b>	85-291288 / 4,522,302	4/29/2014
TACO, INC.	<b>SmartDRIVE</b>	85-686725 / 4,365,968	7/9/2013
TACO, INC.	<b>Do your best work.</b>	85-688804 / 4,503,939	4/1/2014
TACO, INC.	<b>IWORX. UGROW.</b>	85-696259 / 4,433,621	11/12/2013

TACO, INC.	FuelMizer	85-707697 / 4,359,282	6/25/2013
TACO, INC.	SmartPlus Hot Water Recirculation	85-766712 / 4,801,822	9/1/2015
TACO, INC.	Geo-Sentry	85-829211 / 4,413,782	10/8/2013
TACO, INC.	ZERO LEAD PUMPS	86-060148 / 4,626,459	10/21/2014
TACO, INC.	SelfSensing Series with ProBalance	86-069029 / 4,545,282	6/3/2014
TACO, INC.	SelfSensing ProBalance	86-069036 / 4,557,549	6/24/2014
TACO, INC.	FloodBreaker	86-125457 / 4,647,960	12/2/2014
TACO, INC.	ProView	86-185949 / 4,761,237	6/23/2015
TACO, INC.	OneTouch ProBalance	86-186524 / 4,740,229	5/19/2015
TACO, INC.	FLS PRO	86-220523 / 4,631,645	11/4/2014
TACO, INC.	HY-VENT	86-232540 / 4,628,469	10/28/2014

TACO, INC.	HotLinkPlus	86-359928 / 4,837,896	10/20/2015
TACO, INC.	<b>FUEL</b> <b>Mizer</b>	86-394623 / 4,816,296	9/22/2015
TACO, INC.	TacoGenie	86-423482 / 4,796,841	8/18/2015
HYDROFLO PUMPS USA, INC	<i>Hydroflo</i> pumps	N/A	9/24/2008
HYDROFLO PUMPS USA, INC	<b>ZERO LEAD PUMPS</b>	N/A	9/15/2010

## 2. Trademark Applications

Loan Party	Mark	Serial Number	File Date
TACO, INC.	LeakBreaker	86-513862	1/26/2015
TACO, INC.	TACO COMFORT SOLUTIONS	86-651259	6/4/2015

TACO, INC.		86-658962	6/11/2015
TACO, INC.	<b>SMARTPLUG INSTANT HOT WATER CONTROL and Design</b>	86-660354	06/12/2015
TACO, INC.	<b>SMARTPLUG INSTANT HOT WATER CONTROL</b>	86-660355	06/12/2015