

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373968

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. HOSE CORP		02/16/2016	CORPORATION: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLADSTONE BUSINESS LOAN, LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	1521 Westbranch Drive, Suite 100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86828961	CHEMIFLEX	
<b>Serial Number:</b>	86590812	UNITED FLEXIBLE	
<b>Registration Number:</b>	4844045	FALCONFLEX	
<b>Registration Number:</b>	4746941	OILMASTER	
<b>Serial Number:</b>	86354665	ROUGHNECK	
<b>Serial Number:</b>	86354750	POWERFLEX	
<b>Registration Number:</b>	4610157	POWERFLEX	
<b>Registration Number:</b>	3753058	ARMOR CHECK	
<b>Registration Number:</b>	3753059	GUARD CHECK	
<b>Registration Number:</b>	3717351	THERMMASTER	
<b>Registration Number:</b>	3166902	US HOSE	
<b>Registration Number:</b>	2728779	CRYOFLEX	
<b>Registration Number:</b>	1855768	WILLCOX	
<b>Registration Number:</b>	1865780	WILLCOXHOSE	
<b>Registration Number:</b>	1711153	FALCON FLEX	
<b>Registration Number:</b>	1336667	CHEMIFLEX	
<b>Registration Number:</b>	0879481	COMPOFLEX	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 86828961

**Fax Number:** 6175269899

*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:** 6175269628

**Email:** cslattery@proskauer.com

**Correspondent Name:** Christine Slattery

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** One International Place

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	32998/002
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<b>NAME OF SUBMITTER:</b>	Christine Slattery
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<b>SIGNATURE:</b>	/Christine Slattery/
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<b>DATE SIGNED:</b>	02/22/2016
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**Total Attachments: 5**

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**GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 16, 2016, by U.S. HOSE CORP, a Wyoming corporation ("Grantor"), in favor of GLADSTONE BUSINESS LOAN, LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated February 16, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement and the lien and security interest evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of February 16, 2016, among BMO Harris Bank, N.A., Gladstone Business Loan, LLC, and the other parties from time to time party thereto.

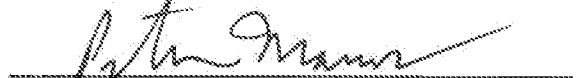
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**U.S. HOSE CORP**

By:



Name: Peter Manos

Title: Vice President

**GLADSTONE BUSINESS LOAN, LLC,**  
a Delaware limited liability company

By: *J. Freal*  
Name: John W. Freal  
Title: Managing Director

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/Applicant</b>
CHEMIFLEX	86828961	11/23/15	N/A	N/A	U.S. Hose Corp
UNITED FLEXIBLE	86590812	4/8/15	N/A	N/A	U.S. Hose Corp
FALCONFLEX	86394416	9/15/14	4844045	11/3/15	U.S. Hose Corp
OILMASTER	86394418	9/15/14	4746941	6/2/15	U.S. Hose Corp
ROUGHNECK	86354665	8/1/14	N/A	N/A	U.S. Hose Corp
POWERFLEX	86354750	8/1/14	N/A	N/A	U.S. Hose Corp
POWERFLEX	85523435	1/24/12	4610157	9/23/14	U.S. Hose Corp
ARMOR CHECK	77588858	10/8/08	3753058	2/23/10	U.S. Hose Corp
GUARD CHECK	77588861	10/8/08	3753059	2/23/10	U.S. Hose Corp
THERMMASTER	77413291	3/5/08	3717351	12/1/09	U.S. Hose Corp
US HOSE	78561461	2/6/05	3166902	10/31/06	U.S. Hose Corp
CRYOFLEX	76380579	3/11/02	2728779	6/24/03	U.S. Hose Corp
WILLCOX	74355396	2/4/93	1855768	9/27/94	U.S. Hose Corp
WILLCOXHOSE	74355397	2/4/93	1865780	12/6/94	U.S. Hose Corp
FALCON FLEX	74224933	11/25/91	1711153	9/1/92	U.S. Hose Corp
CHEMIFLEX	73263091	5/21/80	1336667	5/21/85	U.S. Hose Corp
COMPOFLEX	72275921	7/13/67	0879481	10/28/69	U.S. Hose Corp