

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bacharach, Inc.		04/04/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	300 South Wacker Drive, Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1672413	BACHARACH	
Registration Number:	3709891	B-SMART	
Registration Number:	3709892	B-SMART	
Registration Number:	3993267	COMFORT CHEK	
Registration Number:	4237246	DRAFTRITE	
Registration Number:	347909	DRAFT-RITE	
Registration Number:	1526682	FLORET	
Registration Number:	551209	FLORITE	
Registration Number:	3211192	FLUOROMIZER	
Registration Number:	1335241	FYRITE	
Registration Number:	930489	FYRITE	
Registration Number:	3622654	FYRITE INSIGHT	
Registration Number:	4471630	FYRITE INTECH	
Registration Number:	663124	GAS-POINTER	
Registration Number:	2884527	HI FLOW	
Registration Number:	1831938	LEAKATOR	
Registration Number:	678060	MONOXOR	
Registration Number:	1667152	NONOXOR	
Registration Number:	1660313	OXOR	

OP \$740.00 1672413

Property Type	Number	Word Mark
Registration Number:	2154278	PCA
Registration Number:	782391	SNIFFER
Registration Number:	2201189	SNIFIT
Registration Number:	1600597	TEMPOINT
Registration Number:	1081591	TEMPOINT
Registration Number:	2548288	THE INFORMANT
Registration Number:	1039158	TLV SNIFFER
Registration Number:	2968338	TRU POINTE
Registration Number:	552975	TRUE-SPOT
Registration Number:	4918738	TUNE-RITE

CORRESPONDENCE DATA

Fax Number:

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: 312-782-3939
Email: dhuerta@jonesday.com
Correspondent Name: Deborah R. Huerta
Address Line 1: 77 W. Wacker Dr., Suite 3500
Address Line 2: c/o Jones Day
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	F162311
NAME OF SUBMITTER:	Deborah R. Huerta
SIGNATURE:	/Deborah R. Huerta/
DATE SIGNED:	04/05/2016

Total Attachments: 8

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SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Name of Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
BACHARACH	Argentina	1.868.540	6/1/1989	1.983.147	6/14/2004
BACHARACH	Australia	588054	10/8/1992	588054	11/11/1993
BACHARACH	Brazil	817043268	1/21/1993	817043268	11/14/1995
BACHARACH	Benelux	787205	10/13/1992	522166	10/13/1992
BACHARACH	Canada	717077-00	11/20/1992	TMA428982	6/17/1994
BACHARACH (in English)	China P.R.	9978059	9/19/2011	9978059	11/21/2012
BACHARACH (in Chinese characters)	China P.R.	14462426	Unknown	14462426	Unknown
BACHARACH	Switzerland	07580/1992	10/22/1992	P-404129	8/17/1993
BACHARACH	Colombia	372538	12/16/1992	173012	12/30/1994
BACHARACH	Germany	B96804	10/13/1992	2046922	10/13/1993
BACHARACH	Denmark	VA199207238	10/12/1992	VR199507411	11/3/1995
BACHARACH	Spain	M1732263	11/25/1992	M1732263	9/6/1993
BACHARACH	France	923188	4/27/1988	1462415	4/27/1988
BACHARACH	United Kingdom	00001514871	10/6/1992	00001514871	6/10/1994
BACHARACH	Italy	MI2002C008932	9/17/2002	0001008127	5/18/2006
BACHARACH (verbal)	Italy	MI2012C011190	11/28/2012	0001526807	1/22/2013
BACHARACH	Italy	MI1992C008306	12/1/1992	0000654471	6/27/1995
BACHARACH	Japan	1992303657	10/21/1992	3157705	5/31/1996
BACHARACH	Korea, Republic of	40-1992-0029543	10/21/1992	400281907	12/9/2013
BACHARACH	Mexico	0158084	1/5/1993	443907	10/11/1993
BACHARACH	Malaysia	92007453	10/22/1992	92/07453	10/22/1992
BACHARACH	Philippines	062341	3/5/1993	062341	1/9/1996
BACHARACH	Singapore	T9208089B	10/20/1992	T9208089B	10/20/1992
BACHARACH	Thailand	247894	7/9/1993	Kor 18002	7/9/1993
BACHARACH	Taiwan	081-061959	12/15/1992	00623014	1/1/1994
BACHARACH	United States	73/803,733	6/1/1989	1672413	1/21/1992
B-SMART	United States	77/525,559	7/18/2008	3709891	11/10/2009
B-SMART & Design	United States	77/525,569	7/18/2008	3709892	11/10/2009
COMFORT CHEK	United States	85/183,244	11/23/2010	3993267	7/12/2011
COMFORT CHEK	European Community	009724238	2/9/2011	009724238	7/14/2011
DRAFTRITE	United States	85/584,508	3/30/2012	4237246	11/6/2012
DRAFT-RITE Design	United States	71/385,469	11/13/1936	347909	7/13/1937
FLORET	United States	73/740,833	7/19/1988	1526682	2/28/1989

FLORITE Design	United States	71/572,477	1/21/1949	551209	11/27/1951
FLUOROMIZER	United States	78/868,158	4/24/2006	3211192	2/20/2007
FYRITE	France	923190	4/27/1988	1462417	4/27/1988
FYRITE	United Kingdom	00000805460	5/6/1960	00000805460	5/6/1960
FYRITE	United States	73/485,726	6/18/1984	1335241	5/14/1985
FYRITE	United States	72/372,800	10/8/1970	930489	3/7/1972
FYRITE (word mark)	European Community	008149056	3/11/2009	008149056	10/7/2009
FYRITE INSIGHT	United States	77/589,284	10/9/2008	3622654	5/19/2009
FYRITE INTECH	United States	85/619,490	5/8/2012	4471630	1/21/2014
GAS-POINTER	United States	72/033,976	7/18/1957	663124	6/17/1958
HI-FLOW	United States	75/785,797	8/26/1999	2884527	9/14/2004
LEAKATOR	United States	74/203,965	9/16/1991	1831938	4/19/1994
MONOXOR	France	1265541	3/16/1984	1265541	3/16/1984
MONOXOR	United States	72/055,370	7/16/1958	0678060	5/5/1959
NONOXOR	United States	74/034,895	3/2/1990	1667152	12/3/1991
OXOR	United States	74/035,485	3/2/1990	1660313	10/8/1991
PCA	United States	75/163,063	8/28/1996	2154278	4/28/1998
SNIFFER	France	1462419	4/27/1988	1462419	4/27/1988
SNIFFER	United States	72/186,855	2/17/1964	782391	12/29/1964
SNIFIT	United States	75/321,156	7/8/1997	2201189	11/3/1998
TEMPOINT	United States	73/836,938	11/6/1989	1600597	6/12/1990
TEMPOINT Design	United States	73/111,238	1/3/1977	1081591	1/10/1978
THE INFORMANT	United States	76/016,303	4/3/2000	2548288	3/12/2002
TLV SNIFFER	United States	73/050,919	4/30/1975	1039158	5/11/1976
TRU POINTE	United States	78/235,545	4/9/2003	2968338	7/12/2005
TRUE-SPOT	France	923194	4/27/1988	1462421	4/27/1988
TRUE-SPOT (word mark)	European Community	008149205	3/11/2009	008149205	10/21/2009
TRUE-SPOT Design	United States	71/570,038	12/6/1948	552975	1/8/1952
TUNE-RITE	Great Britain	00003079503	10/30/2014	UK000030795 03	1/30/2015
TUNE RITE	United States	86/267,652	4/30/2014	4918738	3/15/2016

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2016, by BACHARACH, INC., a Delaware corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 4, 2016 by and among Grantor, as US Borrower, Bacharach Ireland Limited, an Irish private company limited by shares, as Irish Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans (as defined in the Credit Agreement) and to issue Letters of Credit (as defined in the Credit Agreement) for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, due to the fact that Grantor, among others, executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated April 4, 2016 herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions and renewals of any of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Collateral Agreement, the terms and provisions of the Collateral Agreement shall govern.

[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.

BACHARACH, INC., a Delaware corporation

By: 
Name: Brian Robbins
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Drew Guyette

Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005765 FRAME: 0738

SCHEDULE I

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