

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gowanda-GEC, LLC		05/19/2016	Limited Liability Company: NEW YORK
TTE Filters, LLC		05/19/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	1100 Superior Avenue East, Suite 1325		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Illinois Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1681004	GOWANDA	
Registration Number:	1244261	TTE	
Registration Number:	2567442	FILTERMAN	
Registration Number:	2631239	FILTERMAN TAKES NO STATIC	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	216-586-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Michael E. Grathwol		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	647147-600001		
NAME OF SUBMITTER:	Michael E. Grathwol		
SIGNATURE:	/Michael E. Grathwol/		

CH \$115.00 1681004

DATE SIGNED:	05/26/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 19, 2016 (this "Agreement"), among Gowanda-GEC, LLC, a New York limited liability company ("GEC"), TTE Filters, LLC, a New York limited liability company ("TTE" and together with GEC and their successors and assigns, the "Assignors" and each individually, an "Assignor"), and The PrivateBank and Trust Company, an Illinois banking corporation, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Lenders (as defined in the Security Agreement referred to below):

RECITALS:

The Assignors are parties to a Security Agreement (Subsidiary), dated as of May 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignors, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the Lenders as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, each Assignor hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all right, title and interest of such Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by such Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all goodwill of the business of such Assignor connected with and symbolized by any of the foregoing; and
- (v) all proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to

Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by each Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

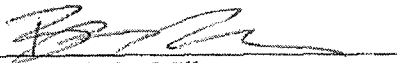
Section 4. Governing Law. The provisions of this Agreement and the respective rights and duties of each Assignor and the Administrative Agent hereunder shall be governed by and construed in accordance with New York law. Each Assignor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and each Assignor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Assignor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Each Assignor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

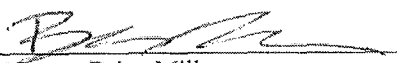
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Trademark Security Agreement as of the date first set forth above.

GOWANDA-GEC, LLC

By: 
Name: Brian Miller
Title: Authorized Signatory

TTE FILTERS, LLC

By: 
Name: Brian Miller
Title: Authorized Signatory

[Signatures Continue on Following Page]

Accepted and acknowledged by:

THE PRIVATEBANK AND TRUST
COMPANY,
as Administrative Agent

By: 

Name: Robert Cheffins

Title: Officer

Signature Page to
Trademark Security Agreement

MA1-1501036237

TRADEMARK
REEL: 005800 FRAME: 0582

Schedule A
to Trademark Security Agreement

Owner	Mark	Country	Registration No.	Registration Date	Application No.	Application Date
Gowanda-GEC, LLC	GOWANDA	U.S.	1681004	03/31/1992	74065014	04/04/1990
TTE Filters, LLC	TTE	U.S.	1244261	07/05/1983	73334703	10/29/1981
TTE Filters, LLC	FILTERMAN	U.S.	2567442	05/07/2002	76312673	09/12/2001
TTE Filters, LLC	FILTERMAN TAKES NO STATIC 	U.S.	2631239	10/08/2002	76312672	09/12/2001