

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortiline, LLC		10/31/2016	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street, 11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4301352	FORTILINE	
Registration Number:	4316325	FORTILINE WATERWORKS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F166308		
NAME OF SUBMITTER:	Rick Harrison		
SIGNATURE:	/Rick Harrison/		
DATE SIGNED:	10/31/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2016, is made by the entity listed on the first signature page hereof (“**Grantor**”), in favor of Bank of America, N.A. (“**BofA**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Fourth Amended and Restated Credit Agreement, dated as of January 14, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), by and among the Borrower, Holdings, the other Loan Parties, the Lenders and the Issuing Banks from time to time party thereto and BofA, as Agent, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Amendment No. 3 to Fourth Amended and Restated Credit Agreement, dated as of October 31, 2016 (the “**Amendment**”), by and among the Borrower, Holdings, the other Loan Parties, the Lenders and the Issuing Banks from time to time party thereto and BofA, as Agent, the Lenders and the Issuing Banks have agreed to certain modifications to the ABL Credit Agreement;

WHEREAS, Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement Joinder of even date herewith in favor of Agent to become a party to that certain Amended and Restated Guaranty and Security Agreement dated as of January 14, 2015 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), and to guarantee the Obligations (as defined in the ABL Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks and Agent to enter into the Amendment and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower under the ABL Credit Agreement, Grantor hereby agrees with Agent as follows:

Section 1. *Defined Terms.* Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. *Grant of Security Interest in Trademark Collateral.* Subject to the terms of the Guaranty and Security Agreement, Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages,

pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

1. all Trademarks owned by Grantor and all intellectual property licenses (“**IP Licenses**”) providing for the grant by Grantor of any right under any Trademark, including, without limitation, those identified on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. 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;

provided, however, that “Trademark Collateral” shall not include any Excluded Assets.

Section 3. *Guaranty and Security Agreement.* (a) The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law, (b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. *Grantor Remains Liable.* Subject to the terms and provisions of the Guaranty and Security Agreement, Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. *Authorization.* To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademark Collateral.

Section 6. *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 7. *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 law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FORTILINE, LLC

By: 

Name: Kerry Warren

Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

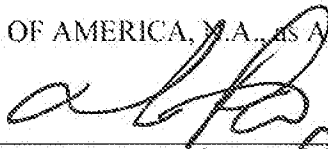
(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005910 FRAME: 0603

ACCEPTED AND AGREED as of the date first above written:

BANK OF AMERICA, N.A., as Agent

By:



Name: MARK PORTCE
Title: SVP

(Signature Page to Trademark Security Agreement)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Jurisdiction	Mark	Registration No./ Registration Date	Owner Name
US	FORTILINE	4301352 12-MAR-2013	FORTILINE, LLC
US	FORTILINE WATERWORKS 	4316325 09-APR-2013	FORTILINE, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.