

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412789

<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>
Flo-Rite Products Company, LLC		01/18/2017	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 North Wacker Drive, Suite 1200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4934021	FIRE FORUM	
<b>Registration Number:</b>	3657555	INSIST ON FPPI	
<b>Registration Number:</b>	3237370	FPPI	
<b>Registration Number:</b>	2680843		
<b>Registration Number:</b>	2772447	PIPEFIT AS	
<b>Registration Number:</b>	2869996	GROOVEFIT	
<b>Registration Number:</b>	2464373	TRIM FIT	
<b>Registration Number:</b>	2163872	PIPEFIT	
<b>Registration Number:</b>	2417794	QUAKE RETAIN	
<b>Registration Number:</b>	2042040	LUBEFIT	
<b>Registration Number:</b>	2073621	FLANGEFIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		

CH \$290.00 4934021

<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	342663-34
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	01/18/2017
<b>Total Attachments: 4</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 18th day of January, 2017, by Flo-Rite Products Company, LLC, a Washington limited liability company (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of October 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 17, 2012, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FLO-RITE PRODUCTS COMPANY, LLC

By: BP SCI, LLC

Its: Manager

By: *Juli Marley*

Name: Julianne Marley

Title: Manager

Agreed and Accepted  
As of the Date First Written Above:

NXT CAPITAL, LLC,  
as Agent

By:   
Name: Daniel Green  
Title: Director

**SCHEDULE 1**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
FIRE FORUM	4934021	4/5/16	U.S.
INSIST ON FPPI	3657555	7/21/09	U.S.
FPPI	3237370	5/1/07	U.S.
DESIGN ONLY	2680843	1/28/03	U.S.
PIPEFIT AS	2772447	10/7/03	U.S.
GROOVEFIT	2869996	8/3/04	U.S.
TRIM FIT	2464373	6/26/01	U.S.
PIPEFIT	2163872	6/9/98	U.S.
QUAKE RETAIN	2417794	1/2/01	U.S.
LUBEFIT	2042040	3/4/97	U.S.
FLANGEFIT	2073621	6/24/97	U.S.

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
None.			