

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425061

<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>
Vinson Process Controls Company, L.P.		04/01/2017	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John C. Huskinson II		
<b>Street Address:</b>	3713 Lipizzaner Court		
<b>City:</b>	Flower Mound		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75028		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2162450	VINSON	
<b>Registration Number:</b>	2484992	V VINSON SUPPLY	
<b>Registration Number:</b>	2596984	VINSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	214-922-4139		
<b>Email:</b>	cfooster@hallettperrin.com		
<b>Correspondent Name:</b>	Cassandra Foster		
<b>Address Line 1:</b>	1445 Ross Avenue, Suite 2400		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>NAME OF SUBMITTER:</b>	Cassandra Foster		
<b>SIGNATURE:</b>	/Cassandra Foster/		
<b>DATE SIGNED:</b>	04/26/2017		
<b>Total Attachments: 8</b>			
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**THIS AGREEMENT IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF THE EFFECTIVE DATE HEREOF AMONG SENIOR LENDER, AGENT, AND LENDERS, AS ACKNOWLEDGED BY THE LOAN PARTIES (AS SUCH TERMS ARE DEFINED IN THE LOAN AGREEMENT (DEFINED HEREIN)).**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is made as of April 1, 2017, by VINSON PROCESS CONTROLS COMPANY, L.P., a Texas limited partnership (“Grantor”), to and for the benefit of JOHN C. HUSKINSON, II, a resident of the State of Texas, as administrative agent for the benefit of Lenders (together with his successors or permitted assigns, “Agent”).**

**RECITALS**

A. VPCC HOLDINGS, LP, a Texas limited partnership (“Holdings”), VPCC GP, LLC, a Texas limited liability company (“VPGP” and together with Holdings, “Borrowers”), Agent, and Lenders are parties to that certain Secured Loan Agreement (“Loan Agreement”), dated effective as of the date hereof, whereby Lenders agreed to make a secured term loan available to Borrowers (the “Loan”), for the purposes more particularly described in the Loan Agreement. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Loan Agreement.

B. In connection with the Loan, Borrowers have executed and delivered one or more secured promissory notes (the “Notes”), dated as of the date hereof and payable to the order of Lenders in the aggregate amount of the Loan, payment of which is secured by the Loan Documents.

C. Grantor is the owner of certain intellectual property as further described below, and has agreed to grant a security interest in such property to Agent, for the benefit of Lenders, to secure the payment and performance of the Loan Parties of their obligations under the Loan Documents.

D. Grantor will derive material financial benefit from the Loan evidenced and secured by the Notes and the other Loan Documents.

E. Lenders have relied on the statements and agreements contained herein in agreeing to make the Loan. The execution and delivery of this Agreement by Grantor is a condition precedent to the making of the Loan by Lenders.

**NOW, THEREFORE**, intending to be legally bound, Grantor, in consideration of the matters described in the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby covenants and agrees with Agent for the benefit of Lenders and their respective successors and permitted assigns as follows:

1. Grant of Security. Grantor hereby pledges and grants to Agent for the benefit of Lenders a security interest in and to all of the right, title and interest of Grantor in, to and under the following (collectively, the “IP Collateral”):

- (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);
- (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and

renewals thereof (the "Trademarks");

- (c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Grantor, set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");
- (d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other appropriate Governmental Entity to record and register this Agreement upon Agent's request.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement will supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this Agreement will be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Transmission by facsimile or other electronic transmission of an executed counterpart of this Agreement will be deemed to constitute due and sufficient delivery of such counterpart.

5. Successors and Assigns. This Agreement will inure to the benefit of and will be binding on the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to any principles of conflicts of laws.

7. Notice. Any notice required or permitted to be given to any party hereto must be in writing and given in accordance with Section 14.2 of the Loan Agreement.

8. Other Provisions. The provisions of Sections 14.1, 14.4, 14.7, 14.8, 14.12, and 14.14 of the Loan Agreement are incorporated herein by this reference as if fully set forth herein.

9. WAIVER OF JURY TRIAL. GRANTOR WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THE LOAN AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

10. ENTIRE AGREEMENT. THIS AGREEMENT, TAKEN TOGETHER WITH ALL OF THE OTHER LOAN DOCUMENTS AND ALL CERTIFICATES AND OTHER DOCUMENTS DELIVERED BY A LOAN PARTY TO AGENT AND LENDERS, EMBODY THE ENTIRE AGREEMENT AND SUPERSEDE ALL PRIOR AGREEMENTS, WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF.

*(Signatures follow)*

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EXECUTED effective as of the date first above written.

**GRANTOR:**

**VINSON PROCESS CONTROLS COMPANY, L.P.,**  
a Texas limited partnership

By: VPCC GP, LLC,  
a Texas limited liability company,  
its General Partner

By: VPCC Holdings, LP,  
a Texas limited partnership,  
its Sole Manager

By: AGG Holdings, LLC,  
a Texas limited liability company,  
its General Partner

By:   
Name: Alan G. Griggs  
Title: Manager

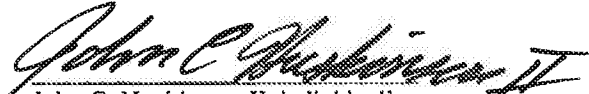
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

Signature Page

**TRADEMARK**  
**REEL: 006042 FRAME: 0535**

AGENT:

JOHN C. HUSKINSON, II

  
John C. Huskinson, II, individually

INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

Signature Page

TRADEMARK  
REEL: 006042 FRAME: 0536

**SCHEDULE 1**

**PATENTS**

1. US Patent No. 7,681,641 B2 issued March 23, 2010
2. Canadian Patent No. 2,623,571 issued February 17, 2015



**SCHEDULE 2**

**TRADEMARKS**

1. Service Mark Reg. No. 2,162,450 registered June 2, 1998
2. Service Mark Reg. No. 2,484,992 registered September 4, 2001
3. Service Mark Reg. No. 2,596,984 registered July 23, 2002

SCHEDULE 3

COPYRIGHTS

None.

INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

Schedule 3

**RECORDED: 04/26/2017**

**TRADEMARK**  
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