

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM426299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stanadyne LLC		05/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86563597	ECOFORCE	
Registration Number:	0808434	PENCIL NOZZLE	
Registration Number:	2027064	RSN	
Registration Number:	2331658	S	
Registration Number:	1622066	STANADYNE	
Registration Number:	1629975	STANADYNE	
Registration Number:	4844674		
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1702		
NAME OF SUBMITTER:	Scott Kareff (014951-1702)		

CH \$190.00 86563597

SIGNATURE:	/kc for sk/
DATE SIGNED:	05/04/2017
Total Attachments: 3 source=Trademark Assignment for Security for Stanadyne LLC - Cerberus Business Finance, LLC#page1.tif source=Trademark Assignment for Security for Stanadyne LLC - Cerberus Business Finance, LLC#page2.tif source=Trademark Assignment for Security for Stanadyne LLC - Cerberus Business Finance, LLC#page3.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Stanadyne LLC, a Delaware limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated May 2, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 2, 2017.

STANADYNE LLC



By: 

Name: Stephen S. Langin

Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Stanadyne LLC	ECOFORCE	86563597	13-MAR-2015	
Stanadyne LLC	PENCIL NOZZLE	72205620/ 808434	05-NOV-1964	17-MAY-1966
Stanadyne LLC	RSN	75050325/2027064	30-JAN-1996	31-DEC-1996
Stanadyne* Corporation		75592417/ 2331658	20-NOV-1998	21-MAR-2000
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Stanadyne* Corporation	STANADYNE	73838471/1622066	13-NOV-1989	13-NOV-1990
Stanadyne* Corporation	STANADYNE	73838474/1629975	13-NOV-1989	01-JAN-1991
Stanadyne LLC		86557952/4844674	09-MAR-2015	03-NOV-2015
	Design Only			

*Prior name of Stanadyne LLC