

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430217

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIRCOR International, Inc.		05/11/2017	Corporation: DELAWARE
CIRCOR Aerospace, Inc.		05/11/2017	Corporation: DELAWARE
CIRCOR Energy Products, Inc.		05/11/2017	Corporation: OKLAHOMA
CIRCOR Instrumentation Technologies, Inc.		05/11/2017	Corporation: NEW YORK
DeltaValve, LLC		05/11/2017	Limited Liability Company: DELAWARE
Leslie Controls, Inc.		05/11/2017	Corporation: DELAWARE
TapcoEnpro, LLC		05/11/2017	Limited Liability Company: DELAWARE
Spence Engineering Company, Inc.		05/11/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Domestic Bank: GEORGIA

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4335806	ECO PILOT
Registration Number:	4267032	NICHOLSON
Registration Number:	4238548	CIRCOR
Registration Number:	4238547	CIRCOR
Registration Number:	4238546	CIRCOR
Registration Number:	5031707	CONTROMATICS
Registration Number:	0628527	CIRCLE SEAL
Registration Number:	0682409	CIRCLE SEAL
Registration Number:	0817251	DYNAFLOW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0966392	
Registration Number:	1862267	SEI
Registration Number:	1937852	K F
Registration Number:	3222219	KF
Registration Number:	0912279	HALE
Registration Number:	1729151	HALE
Registration Number:	1929208	K F
Registration Number:	1743865	GYROLOK SAFETY CHANGER
Registration Number:	2676636	TOMCO
Registration Number:	0912264	DYNA-PAK
Registration Number:	0754446	FLOMITE
Registration Number:	1815344	GYROGAGE
Registration Number:	1829182	HOKE
Registration Number:	1668377	MULTIMITE
Registration Number:	0754445	ROTOBALL
Registration Number:	1695785	SELECTO-MITE
Registration Number:	1993709	THE LEAK-DETECTIVE
Registration Number:	2429907	TOMCO
Registration Number:	2548931	DELTADISC
Registration Number:	2878539	DELTA GUARD
Registration Number:	4036734	DELTA VALVE
Registration Number:	2647835	DELTA WEDGE
Registration Number:	3002662	DELTA GLIDE
Registration Number:	1474839	SOLI-CON
Registration Number:	1997806	AEROFLOW
Registration Number:	4217185	CONSTANTEMP
Registration Number:	0560044	LESLIE
Registration Number:	0583267	LESLIE
Registration Number:	4217187	LESLIE
Registration Number:	0580899	LESLIE
Registration Number:	0958134	LESLIE
Registration Number:	0904155	LESLIE AIRMATE
Registration Number:	0932171	LESLIE AIRMATE
Registration Number:	0951881	LESLIE EVENTEMP
Registration Number:	0934895	LESLIE SUPERTYFON
Registration Number:	0808856	LESLIE-CONSTANTEMP
Registration Number:	0976228	LES-SONIC
Registration Number:	0975916	LES-SONIC

Property Type	Number	Word Mark
Registration Number:	1308620	LES-SONIC
Registration Number:	0572947	SUPERTYFON
Registration Number:	2810007	CPC-CRYOLAB
Registration Number:	4109679	CIRCOR SELECT
Registration Number:	3914845	ECONOSTEAM
Registration Number:	1087662	FIRE-CIDE
Registration Number:	2730852	BOLT-LESS SLIDE VALVE
Registration Number:	2501579	TAPCO
Registration Number:	2316105	CRYOTREE
Serial Number:	87166683	TAPCOENPRO
Serial Number:	87166776	TAPCOENPRO INTERNATIONAL
Serial Number:	87434027	TAPCOENPRO

CORRESPONDENCE DATA

Fax Number: 4048817777

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.

Phone: 404-881-7000

Email: kelly.branch@alston.com

Correspondent Name: Sam Gunn

Address Line 1: 1201 West Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Sam Gunn

SIGNATURE: /Sam Gunn/

DATE SIGNED: 06/06/2017

Total Attachments: 10

source=Final Trademark Security Agreement - CIRCOR_SunTrust Deal -- all TMs_4#page1.tif
source=Final Trademark Security Agreement - CIRCOR_SunTrust Deal -- all TMs_4#page2.tif
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2017 (this “Security Agreement”), is made by CIRCOR International, Inc., a Delaware corporation; CIRCOR Aerospace, Inc., a Delaware corporation; CIRCOR Energy Products, Inc., an Oklahoma corporation; CIRCOR Instrumentation Technologies, Inc., a New York corporation; DeltaValve, LLC, a Delaware limited liability company; Leslie Controls, Inc., a Delaware corporation; TapcoEnpro, LLC, a Delaware limited liability company; and Spence Engineering Company, Inc., a Delaware corporation, Downstream Aggregator, LLC, a Delaware limited liability company (collectively, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, CIRCOR International, Inc., a Delaware corporation (the “Borrower”), each Domestic Subsidiary of the Borrower, as Subsidiary Guarantors, the Lenders from time to time parties thereto and SunTrust Bank, as Administrative Agent, have entered into that certain Credit Agreement, dated as of May 11, 2017 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of May 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors, 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 the Grantors, hereby mortgage, pledge and hypothecate to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of their right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of their Trademarks and all Trademark Licenses providing for the grant by or to the Grantors of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

SECTION 3. Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

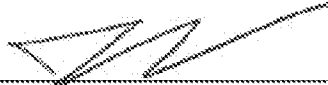
SECTION 4. Grantors Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This 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.

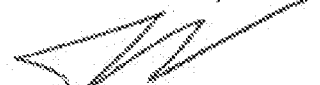
SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

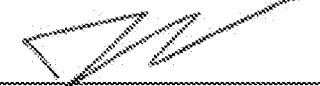
CIRCOR INTERNATIONAL, INC.

By: 
Name: Jennifer H. Allen
Title: Senior Vice President, General Counsel and Secretary


CIRCOR AEROSPACE, INC.

By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary


CIRCOR ENERGY PRODUCTS, INC.

By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary

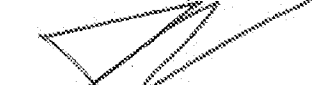
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.

By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary

DELTAVALVE, LLC

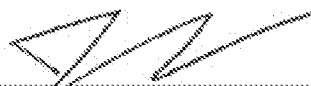
By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary

LESLIE CONTROLS, INC.


By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

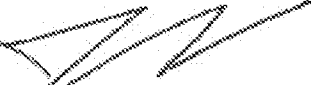
TAPCOENPRO, LLC

By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary

SPENCE ENGINEERING COMPANY, INC.

By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary

DOWNSTREAM AGGREGATOR, INC.

By: 
Name: Jennifer H. Allen
Title: Vice President and Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TAPCOENPRO, LLC

By: _____
Name:
Title:

SPENCE ENGINEERING COMPANY, INC.

By: _____
Name:
Title:

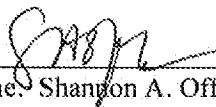
DOWNSTREAM AGGREGATOR, INC.

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:








SUNTRUST BANK





By:  _____
Name: Shannon A. Offen
Title: Director

SCHEDULE I



Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS


Trademark	Owner	App. Date	App. No	Reg. Date	Reg. No
ECO PILOT and Design 	CIRCOR International, Inc.	December 14, 2011	85495075	May 14, 2013	4335806
NICHOLSON	CIRCOR International, Inc.	December 21, 2011	85500932	January 1, 2013	4267032
CIRCOR and Design 	CIRCOR International, Inc.	May 16, 2011	85322094	November 6, 2012	4238548
CIRCOR and Design 	CIRCOR International, Inc.	May 16, 2011	85322085	November 6, 2012	4238547
CIRCOR and Design 	CIRCOR International, Inc.	May 16, 2011	85322078	November 6, 2012	4238546
CONTROMATICS	CIRCOR International, Inc.	January 25, 2016	86885641	August 30, 2016	5031707
CIRCLE SEAL	CIRCOR Aerospace, Inc.	October 3, 1955	71695698	June 12, 1956	628527
CIRCLE SEAL and Design 	CIRCOR Aerospace, Inc.	November 4, 1949	71587335	July 28, 1959	682409
DYNAFLOW	CIRCOR Aerospace, Inc.	September 13, 1965	72227666	October 25, 1966	817251
Design Only 	CIRCOR Aerospace, Inc.	November 17, 1971	72407874	August 21, 1973	966392
SEI	CIRCOR Aerospace, Inc.	March 17, 1993	74368631	November 15, 1994	1862267
K F and Design 	CIRCOR Energy Products, Inc.	March 14, 1994	74501104	November 28, 1995	1937852

Trademark	Owner	App. Date	App. No	Reg. Date	Reg. No
KF and Design 	CIRCOR Energy Products, Inc.	March 27, 2006	78846897	March 27, 2007	3222219
HALE (Stylized) 	CIRCOR Energy Products, Inc.	July 30, 1970	72366663	June 8, 1971	912279
HALE	CIRCOR Energy Products, Inc.	March 25, 1991	74151308	November 3, 1992	1729151
K F	CIRCOR Energy Products, Inc.	March 14, 1994	74501076	October 24, 1995	1929208
GYROLOK SAFETY CHANGER	CIRCOR Instrumentation Technologies, Inc.	January 9, 1991	74129056	December 29, 1992	1743865
TOMCO and Design 	CIRCOR Instrumentation Technologies, Inc.	May 2, 2001	76250016	January 21, 2003	2676636
DYNA-PAK	CIRCOR Instrumentation Technologies, Inc.	January 22, 1970	72349354	June 8, 1971	912264
FLOMITE	CIRCOR Instrumentation Technologies, Inc.	September 14, 1962	72153173	August 13, 1963	754446
GYROGAGE	CIRCOR Instrumentation Technologies, Inc.	December 24, 1990	74126086	January 4, 1994	1815344
HOKE (Stylized) 	CIRCOR Instrumentation Technologies, Inc.	January 13, 1993	74348220	April 5, 1994	1829182
MULTIMITE	CIRCOR Instrumentation Technologies, Inc.	February 11, 1991	74138403	December 17, 1991	1668377
ROTO-BALL	CIRCOR Instrumentation Technologies, Inc.	September 14, 1962	72153172	August 13, 1963	754445
SELECTO-MITE	CIRCOR Instrumentation Technologies, Inc.	August 15, 1991	74195023	June 23, 1992	1695785
THE LEAK-DETECTIVE and Design 	CIRCOR Instrumentation Technologies, Inc.	December 14, 1990	74123418	August 13, 1996	1993709
TOMCO	CIRCOR Instrumentation Technologies, Inc.	February 29, 2000	75931556	February 20, 2001	2429907
DELTADISC	DeltaValve, LLC	December 28, 1999	75895747	March 19, 2002	2548931

Trademark	Owner	App. Date	App. No	Reg. Date	Reg. No
DELTAGUARD	DeltaValve, LLC	February 27, 2003	76493355	August 31, 2004	2878539
DELTAVALVE	DeltaValve, LLC	August 11, 2009	77801656	October 11, 2011	4036734
DELTAWEDGE	DeltaValve, LLC	December 28, 1999	75895789	November 12, 2002	2647835
DELTAGLIDE	DeltaValve, LLC	July 25, 2003	78279167	September 27, 2005	3002662
SOLI-CON	Leslie Controls, Inc.	June 18, 1987	73667100	February 2, 1988	1474839
AEROFLOW	Leslie Controls, Inc.	January 14, 1994	74479663	September 3, 1996	1997806
CONSTANTEMP	Leslie Controls, Inc.	February 7, 2012	85535873	October 2, 2012	4217185
LESLIE (Stylized) 	Leslie Controls, Inc.	October 11, 1947	71537597	June 17, 1952	560044
LESLIE (Stylized) 	Leslie Controls, Inc.	July 12, 1950	71600542	December 8, 1953	583267
LESLIE (Stylized) 	Leslie Controls, Inc.	February 7, 2012	85535892	October 2, 2012	4217187
LESLIE (Stylized) 	Leslie Controls, Inc.	July 12, 1950	71600543	October 13, 1953	580899
LESLIE (Stylized) 	Leslie Controls, Inc.	November 23, 1970	72376926	May 1, 1973	958134
LESLIE AIRMATE (Stylized) 	Leslie Controls, Inc.	February 27, 1970	72352643	December 15, 1970	904155
LESLIE AIRMATE and Design 	Leslie Controls, Inc.	July 14, 1970	72365227	April 11, 1972	932171
LESLIE EVENTEMP (Stylized) 	Leslie Controls, Inc.	March 23, 1971	72387174	January 30, 1973	951881

Trademark	Owner	App. Date	App. No	Reg. Date	Reg. No
LESLIE SUPERTYFON	Leslie Controls, Inc.	July 14, 1970	72365226	May 30, 1972	934895
LESLIE-CONSTANTEMP	Leslie Controls, Inc.	January 13, 1965	72209868	May 24, 1966	808856
LES-SONIC	Leslie Controls, Inc.	November 13, 1972	72441034	January 8, 1974	976228
LES-SONIC	Leslie Controls, Inc.	November 13, 1972	72441035	January 1, 1974	975916
LES-SONIC	Leslie Controls, Inc.	January 25, 1984	73462588	December 11, 1984	1308620
SUPERTYFON (Stylized)	Leslie Controls, Inc.	March 13, 1952	71626394	April 7, 1953	572947
 CPC-CRYOLAB (Stylized)	Leslie Controls, Inc.	October 1, 2002	76454281	February 3, 2004	2810007
 CIRCOR SELECT	Leslie Controls, Inc.	August 16, 2010	85108259	March 6, 2012	4109679
ECONOSTEAM	Leslie Controls, Inc.	April 16, 2009	77714985	February 1, 2011	3914845
FIRE-CIDE	Leslie Controls, Inc.	August 24, 1977	73138699	March 21, 1978	1087662
BOLT-LESS SLIDE VALVE	TapcoEnpro, LLC	April 29, 1999	75693512	June 24, 2003	2730852
TAPCO	TapcoEnpro, LLC	March 6, 2000	75936738	October 30, 2001	2501579
CRYOTREE	Spence Engineering Company, Inc.	November 16, 1999	75586700	February 8, 2000	2316105

II. TRADEMARK APPLICATIONS

Trademark	Owner	App. Date	App. No
TAPCOENPRO	TapcoEnpro, LLC	September 9, 2016	87166683
TAPCOENPRO INTERNATIONAL and Design 	TapcoEnpro, LLC	September 9, 2016	87166776
TAPCOENPRO and Design 	TapcoEnpro, LLC	May 2, 2017	87434027

III. TRADEMARK LICENSES

None.