

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438263

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Interest
RESUBMIT DOCUMENT ID:	900415837

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Valterra Products Holdings, LLC		07/31/2017	Limited Liability Company: DELAWARE
Valterra Products, LLC		07/31/2017	Limited Liability Company: DELAWARE
Valterra Power US, LLC		07/31/2017	Limited Liability Company: DELAWARE
Ensambladora Holdings, LLC		07/31/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	2000 McKinney Avenue, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2044869	ODORLOS
Registration Number:	2149281	BLADDEX
Registration Number:	1974911	VALTERRA
Registration Number:	3118763	EZ COUPLER
Registration Number:	3328019	
Registration Number:	3332911	
Registration Number:	3304891	
Registration Number:	4203959	VALTERRA
Registration Number:	2389520	SLUNKY
Registration Number:	1445032	PHOENIX
Registration Number:	2921972	DURAPRO
Registration Number:	5022620	GOBOX
Registration Number:	4370995	GO POWER!

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2378547	TIRE MINDER
Serial Number:	86851001	HOTT ROD
Serial Number:	87493171	TEMPMINDER

CORRESPONDENCE DATA

Fax Number: 6175236850
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: 617-523-2700
Email: susan.dinicola@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	136392.00025
NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	08/07/2017

Total Attachments: 15

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "IP Security Agreement") is made and effective as of July 31, 2017, by and among VALTERRA PRODUCTS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), VALTERRA PRODUCTS, LLC, a Delaware limited liability company ("Valterra"), ENSAMBLADORA HOLDINGS, LLC, a Delaware limited liability company ("Esnambladora"), and VALTERRA POWER US, LLC, a Delaware limited liability company ("Power"), and together with Holdings, Valterra, and Ensambladora, each individually a "Grantor" and collectively, the "Grantors"), in favor of TEXAS CAPITAL BANK, National Association, a national banking association ("TCB") as administrative agent (together with its successors and assigns in such capacity, "Agent") on behalf of itself, its Affiliates and the Lenders, as defined below. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, Holdings, Valterra, Ensambladora and TCB are party to that certain Intellectual Property Security Agreement dated as of June 3, 2015 (as amended and as in effect immediately prior to the date hereof, the "Original IP Security Agreement").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 31, 2017 by and among each Grantor and Agent and certain lenders (collectively, the "Lenders") (including all appendices, annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, joined, extended, supplemented and/or otherwise modified, the "Credit Agreement"), the Agent and Lenders have severally agreed, subject to the terms and conditions set forth therein, to extend credit and make other financial accommodations to Grantors; and

WHEREAS, in consideration of the respective extensions of credit and other accommodations of the Agent and Lenders as set forth in the Credit Agreement, each Grantor has granted to Agent, for the benefit of itself and Lenders, a continuing security interest in, among other property, all Intellectual Property of the Grantors, and has agreed to execute this IP Security Agreement for recording such security interest with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities;

NOW, THEREFORE, in consideration of the Credit Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance in full of the Obligations, each Grantor hereby grants to Agent, for the benefit of itself and Lenders, a continuing security interest in, lien and mortgage in and to such Grantor's rights in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Excluded Intellectual Property (as defined below) (the "IP Collateral"):

(a) The copyright registrations and applications set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisionals, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The trademark and service mark registrations and trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include any of the foregoing if and to the extent that the grant of a security interest therein: (i) is prohibited by any statute, law, rule, regulation, order or other requirement of a Governmental Authority, (ii) requires a consent not obtained of any Governmental Authority pursuant to such statute, law, rule, regulation, order or other requirement, or is prohibited by, constitutes a breach or default under, or results in the termination of, any contract, lease, license, agreement, instrument or other document evidencing or giving rise to such property (other than to the extent such statute, law, rule, regulation, order or other requirement, or the term in such contract, lease, license, agreement, instrument or other document providing for such prohibition, breach, default or termination is ineffective under applicable law); provided however that, the IP Collateral shall include and such security interest shall attach immediately to any applicable portion of the property described in clauses (i) and (ii) at such time as the condition causing such prohibition, breach, default or termination shall be remedied and to the extent severable, shall attach immediately to any portion of such property to the extent that such attachment does not result in any of the consequences specified in clauses (i) and (ii) above, or (iii) would result in the invalidation, unenforceability or voiding thereof with respect to any intent-to-use Trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of any registration that issues from such intent-to-use

application under applicable federal law, whereupon such applications shall be automatically subject to the security interest, lien and mortgage granted herein and deemed included in the IP Collateral (all of the foregoing in this sentence being referred to collectively as the “Excluded Intellectual Property”). Notwithstanding the foregoing, the IP Collateral shall include all proceeds of any Excluded Intellectual Property, unless such proceeds separately constitute Excluded Intellectual Property.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly record the interests of Agent in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon the repayment in full, in cash, of all Obligations (other than contingent indemnity obligations that are not yet due and payable) and termination of all Commitments under the Credit Agreement. Upon any such termination, Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the benefit of itself and the Lenders, under the Loan Documents. The rights and remedies of the Grantors and Agent are more fully described in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile, portable document format attachment (.pdf), or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement shall be governed by the internal laws of the state of Texas, without regard to conflicts of law principles. If any provision or application of this IP Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this IP Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement as set forth in the Credit Agreement.

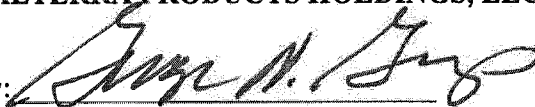
5. Amendment and Restatement. This IP Security Agreement amends and restates in its entirety the Original IP Security Agreement. This IP Security Agreement governs the present relationship among Grantors and Agent. This IP Security Agreement, however, is in no way intended, nor shall it be construed, to affect, replace, impair or extinguish the creation, attachment, perfection or priority of the security interests in, and other Liens on, the Collateral, which security interests and other Liens, each Grantor, by this IP Security Agreement, acknowledges, reaffirms and confirms to Agent. In addition, except as otherwise provided herein, all monetary obligations and liabilities and indebtedness of any Grantor created or existing under, pursuant to, or as a result of, the Original IP Security Agreement shall continue in existence with, which obligations, liabilities and indebtedness each Grantor, by this IP Security Agreement, acknowledges, reaffirms, confirms and assumes. Each Grantor represents and warrants that none of them have assigned or otherwise transferred any rights arising under the Original IP Security Agreement. In order to induce Agent to enter into this IP Security Agreement on the Closing Date, each Grantor hereby represents, warrants and covenants to Agent that it has determined that each Grantor will benefit specifically and materially from the amendment and restatement of the Original IP Security Agreement pursuant to this IP Security Agreement on the Closing Date.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

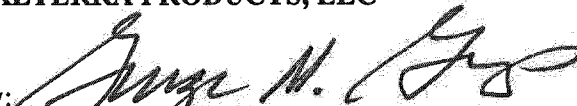
VALTERRA PRODUCTS HOLDINGS, LLC

By: 

Name: George N. Grengs

Title: Authorized Representative


VALTERRA PRODUCTS, LLC

By: 

Name: George N. Grengs

Title: Authorized Representative

VALTERRA POWER US, LLC

By: 

Name: George N. Grengs

Title: Authorized Representative

ENSAMBLADORA HOLDINGS, LLC

By: 

Name: George N. Grengs

Title: Authorized Representative

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B
PATENT COLLATERAL

Country	Patent No.	Issue Date	Inventor(s)	Title
U.S.	5,417,460 ✓	5/23/1995		Expansion Ring
U.S.	5,426,052 ✓	9/21/1993		Awning Hook
U.S.	5,704,659 ✓	1/6/1998		Valve Adapter Locking System
U.S.	7,810,786 ✓	10/12/2010		Gate Valve Actuator
U.S.	7,314,064B2 ✓	1/1/2008		Gate Valve Cable
U.S.	7,980,532 ✓	7/19/2011		Vehicle Leveling Device
Canada	2,565,560	9/30/2008		Rotatable Coupling
U.S.	6,962,322B1 ✓	11/8/2005		Waste Water Valve System
U.S.	7,810,786 ✓	10/12/2010		RV Electric Valve
U.S.	7,543,599 ✓	6/9/2009		Siphone and backflow resistant valve
U.S.	D737207 ✓	8/25/2015		Replaceable Plug with Grip

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
Mexico	VALTERRA (CL 11)	1458409	10/2/2013
U.S.	ODORSLOSS (CL: 6, 18, 44, 46, 51 & 52)	2,044,869	3/11/1997
Int..	ODORLOSS (CL:5)	2,044,869	3/11/1997
Mexico	BLUE DEVIL (CL 1)	1432516	10/2/2013
U.S.	BLADEX	2,149,281	4/7/1998
U.S.	Valterra	1,974,911	5/21/1996
U.S.	EZ Coupler	3,118,763	7/25/2006
U.S.	RED F02-3103 Design	3,328,019	10/30/2007
U.S.	RED F02-3102 Design	3,332,911	11/6/2007
U.S.	RED F02-3101 Design	3,304,891	10/2/2007
U.S.	Valterra & Design	4,203,959	9/11/2012
China	Valterra (CL 6)	7,934,551	11/21/2011
China	Valterra (CL 9)	7,934,550	3/7/2011
China	Valterra (CL 11)	7,934,549	12/14/2011
China	Valterra (CL 17)	7,934,548	1/7/2011
China	Valterra (CL 19)	7,934,547	1/7/2011
China	Valterra (CL 20)	7,934,713	3/21/2011
China	Valterra (CL 21)	7,934,712	2/7/2011
China	Valterra Stylized (CL 6)	7,934,541	11/21/2011
China	Valterra Stylized (CL 9)	7,934,540	10/14/2012

China	Valterra Stylized (CL 11)	7,934,546	12/14/2011
China	Valterra Stylized (CL 17)	7,934,539	1/7/2011
China	Valterra Stylized (CL 19)	7,934,538	1/7/2011
China	Valterra Stylized (CL 20)	7,934,537	2/21/2011
China	Valterra Stylized (CL 21)	7,934,556	2/21/2011
Taiwan	Valterra (CL 6, 9, 11, 12, 17, 19, 20, 21)	1,486,625	11/16/2011
China	Blue Devil Stylized (CL 9)	7,934,553	3/7/2011
China	Blue Devil Stylized (CL 21)	7,934,552	2/21/2011
China	Blue Devil Stylized (CL 22)	8,833,324	2/21/2011
China	Blue Devil Stylized (CL 7)	7,934,554	7/28/2011
China	Blue Devil (CL 1)	7,934,545	9/7/2012
China	Blue Devil (CL 9)	7,934,543	3/7/2011
China	Blue Devil (CL 21)	7,934,542	2/21/2011
China	Blue Devil (CL 22)	8,833,326	11/28/2011
China	Blue Devil (CL 7)	7,934,544	7/28/2011
Canada	Valterra	TMA 337,724	6/14/1996
Australia	Valterra (Australia - CL 28)	794903	5/21/2009
New Zealand	Valterra (New Zealand - CL 28)	309495	12/20/1999
China	Blue Devil Stylized (PRC-CL 9)	8,388,247	6/27/2021
China	Blue Devil (PRC - CL 9)	8,388,248	6/27/2021
U.S.	SLUNKY	2,389,520	9/26/2000
Mexico	Blue Devil (CL 1)	143516	10/2/2013
U.S.	"Phoenix" Logo	1445032	6/30/1987
U.S.	"DuraPro" Logo	2921972	2/1/2005

China	Blue Devil (CL 11)	8,833,327	6/28/2013
Mexico	Valterra (CL 11)	1458409	5/29/2014
Mexico	Blue Devil (CL 8)	1474763	8/22/2014
U.S.	Go Box (standard character mark)	5022620	8/16/2016
U.S.	Go Power!	4370995	1/27/2012
Canada	Go Power!	TMA645740	5/28/2002
U.S.	Tire Minder	2378547	8/22/2000
Canada	Tire Minder	509495	3/17/1999
Canada	Temp Minder	520633	12/16/1999
Canada	Night Minder	722653	8/28/2008
Canada	Home Minder	446906	9/1/1995
Canada	Memory Switch	460395	7/26/1996

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
U.S.	Hott Rod (standard character mark)	86851001	12/16/2015
U.S.	TempMinder	87493171	6/16/2017

SCHEDULE D
DOMAIN NAMES

Valterra.com
Bluedevilindustries.com
Flushking.com
Sewersolutions.com
Phoenixfaucets.com
Phoenixfaucets.us
Phoenix-products.com
Phoenix-products.us
www.dg-usa.com
Gopowerfleet.com
Gpelectric.com
Invertersolutions.net
Prewiredforsolar.com
Solarforrv.com
Solaronboard.com
Solarontheside.com
Soltek.ca
Spsenergy.com
Wiredforsolar.com
Minderresearch.com
Minderresearch.org
Minderresearch.net
Chefminder.com
Tpmsforrv.com
Tireminder.com
Minderproducts.com

Schedule D to A&R IP Security Agreement
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