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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM452252

SUBMISSION TYPE:		NEW ASSIGNMENT
	NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN DRYER LLC		11/22/2017	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG	
Street Address:	11 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	BANK: SWITZERLAND	

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	609861	AMERICAN DRYER	
Registration Number:	1010384	GLOBAL DRYER	
Registration Number:	4689609	COLD PLASMA CLEAN	
Registration Number:	4689612	CPC	
Registration Number:	4693185	CPC	
Registration Number:	4832464	COLD PLASMA CLEAN	
Serial Number:	85805754	REVOLUTION	
Registration Number:	3450556	EXTREMEAIR	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: | F174029

NAME OF SUBMITTER:	Alan Delaney			
SIGNATURE:	/Alan Delaney/			
DATE SIGNED:	11/28/2017			
Total Attachments: 6				
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PATENT AND TRADEMARK SECURITY AGREEMENT

(Patents and Trademarks, including Registrations, Applications and Licenses)

PA TENT AND TRADEMARK SECURITY AGREEMENT dated as of November 22, 2017, between AMERICAN DRYER LLC, an Illinois limited liability company (the "Grantor"), and CREDIT SUISSE AG, as Administrative Agent.

WHEREAS, Grantor owns, or in the case of any Patent or Trademark Licenses is a party to, the Patent and Trademark Collateral (as defined below);

WHEREAS, Chase Acquisition I, Inc. ("Holdings"), RBS Global, Inc. and Rexnord LLC (the "Borrowers"), the Lenders party thereto, and Credit Suisse AG, as Administrative Agent, are parties to a Third Amended and Restated First Lien Credit Agreement dated as of August 21, 2013 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Second Amended and Restated Guarantee and Collateral Agreement dated as of March 15, 2012 (as amended and/or supplemented from time to time, the "Guarantee and Collateral Agreement") among Holdings, the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee") and (ii) certain other Security Documents (including this Patent and Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "Grantor's Secured Guarantee") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent and Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent and Trademark, including, without limitation, each Patent and Trademark registration or application therefor referred to in <u>Schedule 1</u> hereto;
- (ii) each Patent and Trademark License, including, without limitation, each Patent and Trademark License identified in <u>Schedule 1</u> hereto; and
- (iii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent or Trademark (including, without limitation, any Patent or

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Trademark owned by the Grantor and identified in <u>Schedule 1</u>), and all rights and benefits of the Grantor under any Patent or Trademark License (including, without limitation, any Patent or Trademark License identified in <u>Schedule 1</u>).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent and Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Patent and Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent and Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent and Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent and Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent and Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern.

* * * * *

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IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AMERICAN DRYER LLC

By:

Name: Patricia M. Whaley
Title: Vice President, General

Counsel and Secretary

Acknowledged: CREDIT SUISSE AG, as Administrative Agent

By:

Name:

CHRISTOPHER DAY

Title:

AUTHORIZED SIGNATORY

By:

Name:

Title:

Warren Van Heyst

Authorized Signatory

[Signature Page to American Dryer LLC Patent & Trademark Security Agreement]

SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

AMERICAN DRYER LLC

PATENT AND TRADEMARK REGISTRATIONS

[see attached]

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SCHEDULE 1 -

PATENT AND TRADEMARK SECURITY AGREEMENT

Patents - American Dryer

OWNER	COUNTRY	TITLE	APP, NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
American Dryer LLC	US	Blower assembly for hand dryer, with Helmholtz motor mount	13/769,490	2/18/2013	9,284,963	3/15/2016	Issued
American Dryer LLC	US	Hand dryer with sanitizing ionization assembly	13/850,815	3/26/2013	9,421,291	8/23/2016	Issued
American Dryer LLC	US	Dryer and splash guard	14/359,617	12/2/2012	n/a	n/a	Pending
American Dryer LLC	US	Backplate	13/751,491	1/28/2013	n/a	n/a	Abandoned
American Dryer LLC	US	Wall guard	29/436,555	11/7/2012	D683,076		Registered
American Dryer LLC	US	Hand dryer	29/292,687	10/24/2007	D600,856		Registered
American Dryer LLC	US	Back plate for wall mounted dryer	29/451,653	4/5/2013	D728,859		Registered
American Dryer LLC	US	Dryer	29/438,709	12/2/2012	D704,888		Registered
American Dryer, Inc.	US	Sanitizer	14/785,262	4/16/2014	9,808,547	11/7/2017	Issued

Trademarks – American Drver

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OWNER	COUNTRY	MARK	APP, NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
American Dryer LLC	US	AMERICAN DRYER (stylized)	71659841	1/21/1954	609861	8/2/1955	Registered
American Dryer LLC	US	GLOBAL DRYER	73018636	4/12/1974	1010384	5/13/1975	Registered
American Dryer LLC	US	COLD PLASMA CLEAN	86101569	10/25/2013	4689609	2/17/2015	Registered
American Dryer LLC	US	CPC	86101781	10/25/2013	4689612	2/17/2015	Registered
American Dryer LLC	US	СРС	86101633	10/25/2013	4693185	2/24/2015	Registered
American Dryer LLC	US	COLD PLASMA CLEAN	86101707	10/25/2013	4832464	10/13/2015	Registered
American Dryer LLC	US	REVOLUTION	85805754	12/18/2012	n/a	n/a	Pending
American Dryer LLC	US	EXTREMEAIR	77178496	5/11/2007	3450556	6/17/2008	Registered

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RECORDED: 11/28/2017