

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STS Operating, Inc.		12/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Foreign banking corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2965018	ACTIVATION	
<b>Registration Number:</b>	2951506	AIR-DRECO	
<b>Registration Number:</b>	2951505	FAUVER	
<b>Registration Number:</b>	0967004	PABCO	
<b>Registration Number:</b>	2966522	SUNSOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Erik J. Andren, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Erik J. Andren		
<b>SIGNATURE:</b>	/Erik J. Andren/		
<b>DATE SIGNED:</b>	12/11/2017		
<b>Total Attachments: 5</b>			

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ABL NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (the "Agreement"), dated as of December 11, 2017, made by STS Operating, Inc. (the "Grantor"), in favor of Deutsche Bank AG New York Branch, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement, dated as of December 11, 2017 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Grantor, the Parent Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Guarantors have executed and delivered a ABL Guarantee and Collateral Agreement, dated as of December 11, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

**SECTION 2. Confirmation of Grant of Security Interest.** The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation,

those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

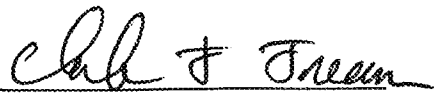
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STS OPERATING, INC.

By:   
Name: Charles Freeman  
Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks – STS  
Operating, Inc.]

**TRADEMARK**  
**REEL: 006225 FRAME: 0649**



DEUTSCHE BANK AG NEW YORK  
BRANCH,  
as Agent

By:   
Name: Dan L. Lerner  
Title: Director

By:   
Name: Anca Trifan  
Title: Managing Director

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
STS Operating, Inc.	Activation	Registered	2965018	11/10/2003	7/05/2005
STS Operating, Inc.	Air-Dreco	Registered	2951506	11/10/2003	5/17/2005
STS Operating, Inc.	Fauver	Registered	2951505	11/10/2003	5/17/2005
STS Operating, Inc.	Pabco and Design 	Registered	0967004	1/28/1971	8/28/1973
STS Operating, Inc.	SunSource and Design 	Registered	2966522	11/12/2003	7/12/2005