

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proserve Gilmore Valve LLC		03/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3862833	GVC	
Registration Number:	3862828	GILMORE	
Registration Number:	2528865	CAC	
Registration Number:	2543748	CAC	
Registration Number:	4109147	ARGUS SUBSEA	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38725-520		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	03/08/2018		

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Total Attachments: 5

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TRADEMARK SHORT FORM SECURITY AGREEMENT

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 7, 2018, (this “**Agreement**”), among Proserv Gilmore Valve LLC, a Delaware limited liability company (the “**Grantor**”) and Cortland Capital Market Services LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among, *inter alia*, Proserv Gilmore Holdings LLC, a Delaware limited liability company (“**Holdings**”), the Grantor, the other Guarantors from time to time party thereto, Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), pursuant to which the Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth therein. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Grantor pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Credit Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks excluding, in each case of (a) and (b) any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

[Remainder of this page intentionally left blank]

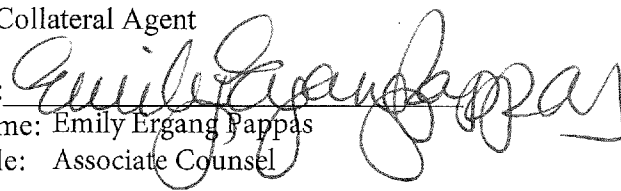
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROSERV GILMORE VALVE LLC,
as the Grantor

By: D. Larssen
Name: Davis Larssen
Title: Vice President, Chief Operations Officer
and Secretary

[Signature Page to Trademark Security Agreement]



CORTLAND CAPITAL MARKET SERVICES
LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006287 FRAME: 0899

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
 GVC & Design (Stallion)	Proserv Gilmore Valve LLC	3,862,833
 GILMORE & Design (Stallion running above to the right)	Proserv Gilmore Valve LLC	3,862,828
CAC	Proserv Operations, Inc.	2,528,865
	Proserv Operations, Inc.	2,543,748
ARGUS SUBSEA	Proserv Operations, Inc.	4,109,147