

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466147

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIANCE PORTFOLIO HOLDINGS, INC.		03/16/2018	Corporation: DELAWARE
THE SPENCER TURBINE COMPANY		03/16/2018	Corporation: CONNECTICUT
MARKEL CORPORATION		03/16/2018	Corporation: PENNSYLVANIA
WALKER MAGNETICS GROUP, INC.		03/16/2018	Corporation: MASSACHUSETTS
HYDROWORX HOLDINGS, INC.		03/16/2018	Corporation: PENNSYLVANIA
TIGG, LLC		03/16/2018	Limited Liability Company: PENNSYLVANIA
O.S. WALKER COMPANY, INC.		03/16/2018	Corporation: DELAWARE
HYDROWORX INTERNATIONAL, INC.		03/16/2018	Corporation: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	UNIVEST BANK AND TRUST CO.
<b>Street Address:</b>	2000 Market Street
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
<b>Registration Number:</b>	4112650	AYRJET
<b>Registration Number:</b>	1742902	DIRT ERASER
<b>Serial Number:</b>	77707659	ENERGY WATCHER
<b>Registration Number:</b>	2585172	FAST VAC
<b>Registration Number:</b>	1727062	FUME ERASER
<b>Registration Number:</b>	3800672	GASCUBE
<b>Registration Number:</b>	1284095	INDUSTRAVAC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2581164	JET-CLEAN
Registration Number:	1911114	LOBE-AIRE
Registration Number:	1616417	
Registration Number:	1854029	POWER MIZER
Registration Number:	0062801	SPENCER
Registration Number:	0140976	SPENCER
Registration Number:	0652701	SPENCER
Registration Number:	2115419	STAMP
Registration Number:	0419622	SUMP-VAC
Registration Number:	1931837	TOP DRUM
Registration Number:	4426152	V-JET
Registration Number:	1911122	VORTEX
Registration Number:	2309994	WATER TRAP
Registration Number:	3186728	WATER TRAP
Registration Number:	4687236	CANSORB
Registration Number:	4687237	NIXTOX
Serial Number:	86200258	E¢ONO\$ORB
Registration Number:	4687234	TIGG
Registration Number:	4702506	TIGG
Registration Number:	0711814	CERAMAX
Registration Number:	0905420	MILL MASTER
Registration Number:	2552615	SCRAPMASTER
Registration Number:	1065222	HEATMASTER
Registration Number:	3474829	HYDROWORX
Registration Number:	3474830	HYDROWORX
Registration Number:	2761101	IT JUST WORX BETTER
Registration Number:	5137411	EMPOWERED BY WATER
Registration Number:	1856236	TEFLOCK
Registration Number:	3664828	Z STAR
Registration Number:	3800203	QUIET LINER
Registration Number:	3800204	WAVE LINER
Registration Number:	3946413	MOTIONLESS
Registration Number:	4274394	ECLIPSE MEMBRANES
Registration Number:	4274395	ECLIPSE MEMBRANES
Registration Number:	4426071	ECLIPSE HOLLOW FIBER MEMBRANE
Registration Number:	4426077	ECLIPSE HOLLOW FIBER MEMBRANES

**CORRESPONDENCE DATA**

**Fax Number:** 4122810717

***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:** 412-454-5000

**Email:** finkp@pepperlaw.com

**Correspondent Name:** Pepper Hamilton LLP

**Address Line 1:** Suite 5000

**Address Line 2:** 500 Grant Street

**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219-2507

<b>ATTORNEY DOCKET NUMBER:</b>	146064.2
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<b>NAME OF SUBMITTER:</b>	Prudence N. Fink
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<b>SIGNATURE:</b>	/Prudence N. Fink/
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<b>DATE SIGNED:</b>	03/19/2018
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**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of UNIVEST BANK AND TRUST CO., as Agent for and representative of the Lender Parties (as defined in the Credit Agreement) (in such capacity, the “Agent”).

**W I T N E S S E T H:**

WHEREAS, Alliance Portfolio Holdings, Inc., a Delaware corporation, The Spencer Turbine Company, a Connecticut corporation, Markel Corporation, a Pennsylvania corporation, Walker Magnetics Group, Inc., a Massachusetts corporation, HydroWorx Holdings, Inc., a Pennsylvania corporation, TIGG, LLC, a Pennsylvania limited liability company, O. S. Walker Company, Inc., a Delaware corporation, HydroWorx International, Inc., a Pennsylvania corporation, as borrowers, each lender from time to time party thereto (collectively, the “Lenders”) and the Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Agent for the benefit of the Lender Parties (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Agent, for the ratable benefit of the Lenders, 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. Each Grantor, 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 such Grantor, hereby mortgages and pledges to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Intellectual Property Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, Trademark Registrations and Trademark Rights, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the PTO).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

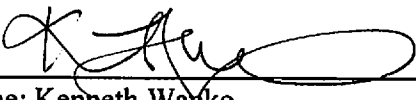
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark 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 Commonwealth of Pennsylvania without reference to conflicts of law provisions.

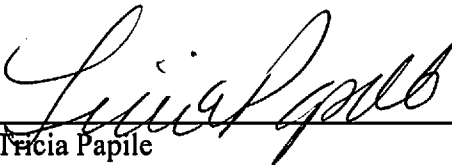
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALLIANCE PORTFOLIO HOLDINGS, INC.**

By:   
Name: Kenneth Wanko  
Title: President

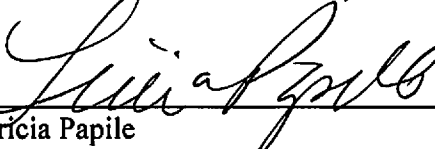
**THE SPENCER TURBINE COMPANY**

By:   
Name: Tricia Papile  
Title: Interim Chief Financial Officer and Treasurer

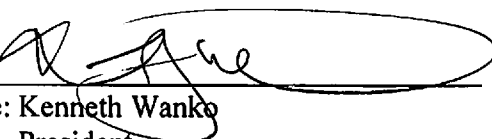
**MARKEL CORPORATION**

By: \_\_\_\_\_  
Name: John Kaestle  
Title: President and Chief Executive Officer

**WALKER MAGNETICS GROUP, INC.**

By:   
Name: Tricia Papile  
Title: Interim Chief Financial Officer and Treasurer


**HYDROWORX HOLDINGS, INC.**

By:   
Name: Kenneth Wanko  
Title: President

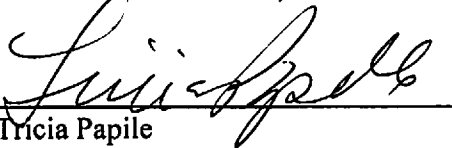
**TIGG, LLC**

By: \_\_\_\_\_  
Name: Charles Rowe  
Title: Interim President and Chief Executive Officer

**HYDROWORX INTERNATIONAL, INC.**

By:   
Name: Tricia Papile  
Title: Treasurer

**O.S. WALKER COMPANY, INC.**

By:   
Name: Tricia Papile  
Title: Treasurer

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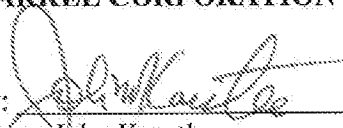
**ALLIANCE PORTFOLIO HOLDINGS,  
INC.**

By: \_\_\_\_\_  
Name: Kenneth Wanko  
Title: President

**THE SPENCER TURBINE COMPANY**

By: \_\_\_\_\_  
Name: Tricia Papile  
Title: Interim Chief Financial Officer and  
Treasurer

**MARKEL CORPORATION**

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By: \_\_\_\_\_  
Name: Tricia Papile  
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Name: Kenneth Wanko  
Title: President

**TIGG, LLC**

By: \_\_\_\_\_  
Name: Charles Rowe  
Title: Interim President and Chief Executive  
Officer

**HYDROWORX INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Tricia Papile  
Title: Treasurer

**O.S. WALKER COMPANY, INC.**

By: \_\_\_\_\_  
Name: Tricia Papile  
Title: Treasurer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 006294 FRAME: 0427**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALLIANCE PORTFOLIO HOLDINGS,  
INC.**

By: \_\_\_\_\_  
Name: Kenneth Wanko  
Title: President

**THE SPENCER TURBINE COMPANY**

By: \_\_\_\_\_  
Name: Tricia Papile  
Title: Interim Chief Financial Officer and  
Treasurer

**MARKEL CORPORATION**

By: \_\_\_\_\_  
Name: John Kaestle  
Title: President and Chief Executive Officer

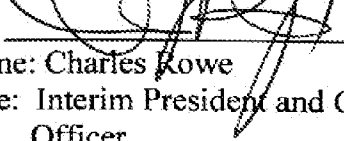
**WALKER MAGNETICS GROUP, INC.**

By: \_\_\_\_\_  
Name: Tricia Papile  
Title: Interim Chief Financial Officer and  
Treasurer

**HYDROWORX HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Kenneth Wanko  
Title: President

**TIGG, LLC**

By:  \_\_\_\_\_  
Name: Charles Rowe  
Title: Interim President and Chief Executive  
Officer

**HYDROWORX INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Tricia Papile  
Title: Treasurer

**O.S. WALKER COMPANY, INC.**

By: \_\_\_\_\_  
Name: Tricia Papile  
Title: Treasurer



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

<b><u>Grantor</u></b>	<b><u>Trademarks</u></b>	<b><u>Application / Registration Number</u></b>	<b><u>Country</u></b>
The Spencer Turbine Company	AryJet	4,112,650	United States
The Spencer Turbine Company	Dirt Eraser	1,742,902	United States
The Spencer Turbine Company	Energy Watcher	77/707,659	United States
The Spencer Turbine Company	Fast Vac	2,585,172	United States
The Spencer Turbine Company	Fume Eraser	1,727,062	United States
The Spencer Turbine Company	GasCube	3,800,672	United States
The Spencer Turbine Company	Industravac	1,284,095	United States
The Spencer Turbine Company	Jet-Clean	2,581,164	United States
The Spencer Turbine Company	Lobe-Aire	1,911,114	United States
The Spencer Turbine Company	Machine Design	1,616,417	United States
The Spencer Turbine Company	Power Mizer	1,854,029	United States
The Spencer Turbine Company	Spencer	62,801	United States
The Spencer Turbine Company	Spencer	140,976	United States
The Spencer Turbine Company	Spencer	652,701	United States
The Spencer Turbine Company	STAMP	2,115,419	United States
The Spencer Turbine Company	Sump-Vac	419,622	United States
The Spencer Turbine Company	Top Drum	1,931,837	United States
The Spencer Turbine Company	V-Jet	4,426,152	United States
The Spencer Turbine Company	Vortex	1,911,122	United States
The Spencer Turbine Company	WaterTrap	2,309,994	United States
The Spencer Turbine Company	WaterTrap	3,186,728	United States
TIGG Holdings, LLC	CANSORB	4687236	
TIGG Holdings, LLC	NIXTOX	4687237	
TIGG Holdings, LLC	ECONOSORB	86200258	
TIGG Holdings, LLC	TIGG	4687234	
TIGG Holdings, LLC	TIGG (design)	4702506	
O. S. Walker Company, Inc.	Ceramax	711,814	United States
O. S. Walker Company, Inc.	Mill Master	905,420	United States
O. S. Walker Company, Inc.	Scrapmaster	2,552,615	United States
O. S. Walker Company, Inc.	Heatmaster	1,065,222	United States
HydroWorx International, Inc.	HYDROWORX	3,474,829	United States
HydroWorx International, Inc.		3,474,830	United States
HydroWorx International, Inc.	IT JUST WORX BETTER	2,761,101	United States
HydroWorx International, Inc.	EMPOWERED BY WATER	5137411	United States
Markel Corporation	TEFLOCK	1856236	United States
Markel Corporation	HIVEC	3664828	United States
Markel Corporation	QUIET LINER	3800203	United States
Markel Corporation	WAVE LINER	3800204	United States
Markel Corporation	MOTIONLESS	3946413	United States
Markel Corporation	ECLIPSE MEMBRANES	4274394	United States
Markel Corporation	ECLIPSE MEMBRANES and Design	4274395	United States
Markel Corporation	ECLIPSE HOLLOW FIBER	4426071	United States

<u>Grantor</u>	<u>Trademarks</u>	<u>Application / Registration Number</u>	<u>Country</u>
	MEMBRANE		
Markel Corporation	ECLIPSE HOLLOW FIBER MEMBRANES and Design	4426077	United States

