

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NX Utilities, LLC		07/18/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	340 Madison Avenue, 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10173		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3529772	ACI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>	215.864.8352		
<b>Email:</b>	shorem@ballardspahr.com		
<b>Correspondent Name:</b>	Michael S. Shore		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Michael S. Shore		
<b>SIGNATURE:</b>	/Michael S. Shore/		
<b>DATE SIGNED:</b>	07/18/2018		
<b>Total Attachments: 4</b>			
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NX Utilities, LLC, a Delaware limited liability company (the “Grantor”) with principal offices at 1150 First Avenue, Suite 600, King of Prussia, PA 19406, hereby grants to PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent, with principal offices at 340 Madison Avenue, 11th Floor New York, NY 10173 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the “Marks”) set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to the Grantor’s use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the marks or other injuries thereto.

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the ABL Pledge and Security Agreement dated as of July 18, 2018, among the Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent pursuant to this Grant and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Grant or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that the Grantor shall not be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Grant as of the date first written above.

NX Utilities, LLC

By



\_\_\_\_\_  
Name: Elizabeth Downey  
Title: Chief Administrative Officer

PNC BANK, NATIONAL ASSOCIATION,  
as  
Collateral Agent

by

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Grant as of the date first written above.


NX Utilities, LLC

By

\_\_\_\_\_  
Name: Elizabeth Downey  
Title: Chief Administrative Officer

PNC BANK, NATIONAL ASSOCIATION,  
as  
Collateral Agent

by

  
\_\_\_\_\_  
Name: Sara V. Traberman  
Title: Senior Vice President

Schedule A

<u>MARK</u>	<u>SERIAL /REG NO.</u>	<u>APP./REG. DATE</u>
ACI	3,529,772	Apr. 26, 2007/Nov. 11, 2008