

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
J-Line Pump Co.		05/31/2018	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	State Bank and Trust Company		
<b>Street Address:</b>	3399 Peachtree Road, NE, Suite 1900		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2761947	AMERICAN-MARSH PUMPS "PUMPS AND PUMPS ON	
<b>Registration Number:</b>	1717517	J LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
<b>Correspondent Name:</b>	Susan C. DiNicola		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	06/06/2018		
<b>Total Attachments: 4</b>			
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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, J-Line Pump Co., a Tennessee corporation ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith as set forth on Schedule A attached hereto; and

WHEREAS, State Bank and Trust Company (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement, dated as of May 31, 2018, between the Grantor and the Grantee (as amended from time to time, the "**Loan Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) together with all Proceeds (as such term is defined in the Loan Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

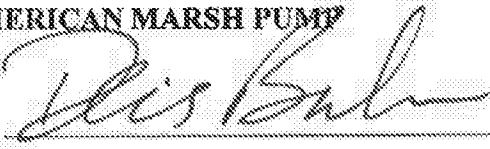
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the date of the Loan Agreement.

**GRANTOR:**

**J-LINE PUMP CO. D/B/A  
AMERICAN MARSH PUMP**

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

**GRANTEE:**

**STATE BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Name: Bryce McCormick  
Title: Assistant Vice President

[Grant of Security Interest in Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the date of the Loan Agreement.

**GRANTOR:**

**J-LINE PUMP CO. D/B/A  
AMERICAN MARSH PUMP**

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

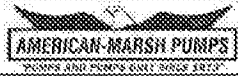

**GRANTEE:**

**STATE BANK AND TRUST COMPANY**

By: *Bryce McCormick*  
Name: Bryce McCormick  
Title: Assistant Vice President

[Grant of Security Interest in Trademarks]

Schedule A - Trademarks

Citation	Trademark	Registration #	Registration Date
FEDTM 78181109		FEDTM 2761947	September 9, 2003
FEDTM 74192567		FEDTM 1717517	September 22, 1992