

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bacharach, Inc.		07/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AEA Mezzanine Fund IV LP, as Collateral Agent		
Street Address:	666 Fifth Avenue, 36th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4918738	TUNE-RITE	
Registration Number:	4471630	FYRITE INTECH	
Registration Number:	4237246	DRAFTRITE	
Registration Number:	3622654	FYRITE INSIGHT	
Registration Number:	3709892	B-SMART	
Registration Number:	3709891	B-SMART	
Registration Number:	2968338	TRU POINTE	
Registration Number:	2548288	THE INFORMANT	
Registration Number:	2884527	HI FLOW	
Registration Number:	2201189	SNIFIT	
Registration Number:	2154278	PCA	
Registration Number:	1831938	LEAKATOR	
Registration Number:	1660313	OXOR	
Registration Number:	1667152	NONOXOR	
Registration Number:	1600597	TEMPOINT	
Registration Number:	1672413	BACHARACH	
Registration Number:	1526682	FLORET	
Registration Number:	1335241	FYRITE	
Registration Number:	0930489	FYRITE	

OP \$590.00 4918738

Property Type	Number	Word Mark
Registration Number:	0782391	SNIFFER
Registration Number:	0678060	MONOXOR
Registration Number:	0551209	FLORITE
Registration Number:	0552975	TRUE-SPOT

CORRESPONDENCE DATA

Fax Number: 9192868199
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: 9192868000
Email: PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 Carrington Mill Blvd., Suite 400
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	043755.003
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	07/31/2018

Total Attachments: 4

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source=(2018) NGSIT - Bacharach to AEA Mezzanine Fund IV LP, as Collateral Agent#page2.tif
source=(2018) NGSIT - Bacharach to AEA Mezzanine Fund IV LP, as Collateral Agent#page3.tif
source=(2018) NGSIT - Bacharach to AEA Mezzanine Fund IV LP, as Collateral Agent#page4.tif

NOTICE OF GRANT OF A SECURITY INTEREST— TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of July 1, 2018, by and among BACHARACH, INC., a Delaware corporation (“*Grantor*”) and AEA MEZZANINE FUND IV LP, in its capacity as Collateral Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor is party to a Second Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing second priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

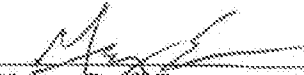
All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—
Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth
above.

BACHARACH, INC.

By: 
Name: Geoff Evans
Title: Vice President and Secretary

[Signature Page to Second Lien Notice of Grant of a Security Interest—Trademarks]

TRADEMARK
REEL: 006399 FRAME: 0393

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

Trademarks and Trademark Applications

Name of Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
TUNE-RITE	86267652	4/30/14	4918738	3/15/16	Bacharach, Inc.
FYRITE INTECH	85619490	5/8/12	4471630	1/21/14	Bacharach, Inc.
DRAFTRITE	85584508	3/30/12	4237246	11/6/12	Bacharach, Inc.
FYRITE INSIGHT	77589284	10/9/08	3622654	5/19/09	Bacharach, Inc.
B-SMART	77525569	7/18/08	3709892	11/10/09	Bacharach, Inc.
B-SMART	77525559	7/18/08	3709891	11/10/09	Bacharach, Inc.
TRU POINTE	78235545	4/9/03	2968338	7/12/05	Bacharach, Inc.
THE INFORMANT	76016303	4/3/00	2548288	3/12/02	Bacharach, Inc.
HI FLOW	75785797	8/26/99	2884527	9/14/04	Bacharach, Inc.
SNIFIT	75321156	7/8/97	2201189	11/13/98	Bacharach, Inc.
PCA	75163063	8/28/96	2154278	4/28/98	Bacharach, Inc.
LEAKATOR	74203965	9/16/91	1831938	4/19/94	Bacharach, Inc.
OXOR	74035485	3/2/90	1660313	10/8/91	Bacharach, Inc.
NONOXOR	74034895	3/2/90	1667152	12/3/91	Bacharach, Inc.
TEMPOINT	73836938	11/6/89	1600597	6/12/90	Bacharach, Inc.
BACHARACH	73803733	6/1/89	1672413	1/21/92	Bacharach, Inc.
FLORET	73740833	7/19/88	1526682	2/28/89	Bacharach, Inc.
FYRITE	73485726	6/18/84	1335241	5/14/85	Bacharach, Inc.
FYRITE	7237280 0	10/8/70	093048 9	3/7/7 2	Bacharach, Inc.

Name of Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
SNIFFER	7218685 5	2/17/64	078239 1	12/2 9/64	Bacharach, Inc.
MONOXOR	7205537 0	7/16/58	067806 0	5/5/5 9	Bacharach, Inc.
FLORITE	7157247 7	1/21/49	055120 9	11/2 7/51	Bacharach, Inc.
TRUE-SPOT	7157003 8	12/6/48	055297 5	1/8/5 2	Bacharach, Inc.