

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Floworks International LLC		07/02/2018	Limited Liability Company: DELAWARE
Southwest Stainless, L.P.		07/02/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5094956	CF
Registration Number:	5094953	CF FLUID CONTROLS
Registration Number:	5394429	CF VALVES
Registration Number:	5096406	FLOWORKS
Registration Number:	5217271	FW FLOWORKS
Registration Number:	5321496	M I
Registration Number:	4758987	MAJOR INC.
Registration Number:	2099246	MULTALLOY
Registration Number:	2095142	SOUTHWEST STAINLESS & ALLOY
Registration Number:	5216640	SS&A
Registration Number:	5095576	SUNBELT SUPPLY
Registration Number:	5095575	SUNBELT SUPPLY CO. SINCE 1978

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 07/02/2018

Total Attachments: 7

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of July, 2018 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of July 2, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **S-I INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (“Parent”), **FLOWORKS INTERNATIONAL LLC**, a Delaware limited liability company (“Administrative Borrower”), and **SOUTHWEST STAINLESS, L.P.**, a Delaware limited partnership (“Southwest Stainless”; together with Administrative Borrower, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Second Amended and Restated Guaranty and Security Agreement, dated as of July 2, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement which amends and restates, in its entirety, that certain Amended and Restated Trademark Security Agreement, dated as of June 9, 2015, by and among the Grantor (as defined therein) and Agent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security

Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark related Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark related Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

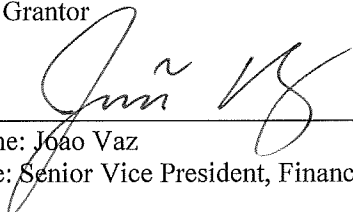
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature pages follow]

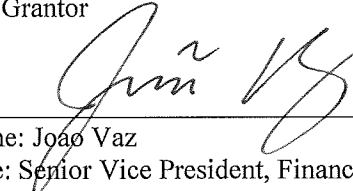
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

“Grantors”

FLOWORKS INTERNATIONAL LLC,
as a Grantor

By: 
Name: Joao Vaz
Title: Senior Vice President, Finance

SOUTHWEST STAINLESS, L.P.,
as a Grantor

By: 
Name: Joao Vaz
Title: Senior Vice President, Finance

"Agent"

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association



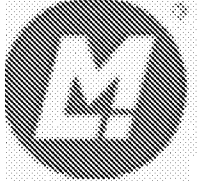
By: 
Name: David Klages
Title: Its Authorized Signatory



[Signature Page to Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 006405 FRAME: 0348

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	(Application No.) Registration No.	(Application Date) Registration Date	Status	Owner
CF	(87-002,031) 5,094,956	(04/15/2016) 12/06/2016	Registered	Southwest Stainless, L.P.
CF FLUID CONTROLS	(87-002,002) 5,094,953	(04/15/2016) 12/06/2016	Registered	Southwest Stainless, L.P.
CF VALVES and Design 	(87-331,154) 5,394,429	(02/10/2017) 02/06/2018	Registered	Southwest Stainless, L.P.
Floworks	(86-658,956) 5,096,406	(06/11/2015) 12/06/2016	Registered	Floworks International LLC
Floworks and Design 	(87-208,278) 5,217,271	(11/19/2016) 06/06/2017	Registered	Floworks International LLC
MAJOR Logo Design 	(87-331,157) 5,321,496	(02/10/2017) 10/31/2017	Registered	Southwest Stainless, L.P.
MAJOR INCORPORATED amended to MAJOR INC.	(86-376,999) 4,758,987	(08/26/2014) 06/23/2015 05/09/2017 (amendment date)	Registered	Southwest Stainless, L.P.
MULTALLOY	(75-161,752) 2,099,246	(09/06/1996) 09/23/1997	Registered	Southwest Stainless, L.P.
SOUTHWEST STAINLESS amended to SOUTHWEST STAINLESS & ALLOY	(75-171,986) 2,095,142	(09/25/1996) 09/09/1997 11/04/2016 (amendment date)	Registered	Southwest Stainless, L.P.

Mark	(Application No.) Registration No.	(Application Date) Registration Date	Status	Owner
SSA & Design 	(87-068,952) 5,216,640	(06/13/2016) 06/06/2017	Registered	Southwest Stainless, L.P.
SUNBELT SUPPLY	(87-046,474) 5,095,576	(05/23/2016) 12/06/2016	Registered	Southwest Stainless, L.P.
SUNBELT SUPPLY & Design 	(87-046,472) 5,095,575	(05/23/2016) 12/06/2016	Registered	Southwest Stainless, L.P.