

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSC Operating Company, LLC		07/09/2018	Limited Liability Company: DELAWARE
Cowboy Acquisition, LLC		07/09/2018	Limited Liability Company: DELAWARE
Valve Acquisition, LLC		07/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Freedom 3 Capital, LLC, as Collateral Agent for Purchasers		
Street Address:	12 East 49th Street, 27th Floor		
Internal Address:	Attn.: Daniel S. Tamkin		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2036021		
Registration Number:	3495266	DIAMOND WRAP	
Registration Number:	3322311	BLACK DIAMOND	
Registration Number:	2989146	DIAMOND WRAP	
Registration Number:	4096532	RHINOWRAP	
Registration Number:	5429114	FIELDWRAP	
Registration Number:	4270502	ADVANCED VALVE TECHNOLOGIES	
Registration Number:	4226352	EZ 2	
Registration Number:	4196663	EZ VALVE	
Registration Number:	3028558	T	
Serial Number:	87601541	EZ VALVE NG	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$290.00 2036021

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 303-629-3400
Email: burtner.jody@dorsey.com
Correspondent Name: Dorsey & Whitney LLP
Address Line 1: 1400 Wewatta Street, Suite 400
Address Line 2: IP Department
Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	503972-22
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NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
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SIGNATURE:	/Jody L. Burtner/
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DATE SIGNED:	07/09/2018
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 9th day of July, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **FREEDOM 3 CAPITAL, LLC**, in its capacity as collateral agent for the Purchasers (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement dated as of July 9, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”) by and among CLOCK SPRING COMPANY, INC., a Delaware corporation (“Holdings”), COWBOY ACQUISITION, LLC, a Delaware limited liability company (“Cowboy Acquisition”), VALVE ACQUISITION, LLC, a Delaware limited liability company (“Valve Acquisition”), CSC OPERATING COMPANY, LLC, a Delaware limited liability company (“CSC Operating”, and together with Cowboy Acquisition and Valve Acquisition, collectively, jointly and severally, “Issuers”, and each, individually, an “Issuer”), each purchaser from time to time party thereto (collectively, the “Purchasers”, and each, individually, a “Purchaser”), Equity Purchaser (defined therein), and FREEDOM 3 CAPITAL, LLC, as Collateral Agent for the Purchasers, the Purchasers have agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Purchasers, that certain Guarantee and Collateral Agreement, dated as of July 9, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Purchasers, this Trademark Security Agreement;

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 Guarantee and Collateral Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Collateral 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, collaterally assigns, and pledges to Collateral Agent, for the benefit the Purchasers, 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) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world (“Trademarks”);

(b) (i) any written licenses provided to such Grantor in or with respect to Trademarks owned or controlled by any other Person, including those listed on Schedule I, and (ii) any written licenses provided to any other Person in or with respect to Trademarks owned or controlled by such Grantor, including those listed on Schedule I (“Trademark Licenses”); 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 Intellectual Property License.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to any United States intent-to-use trademark or service mark applications for which an amendment to allege use or a statement of use has not been filed and accepted by the PTO, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

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 Collateral Agent, the other Purchasers, 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 Collateral Agent, for the benefit of the Purchasers, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the Guarantee and Collateral 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 shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note 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 AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTEE AND COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

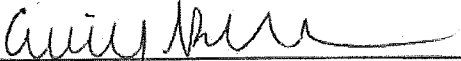
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


CSC Operating Company, LLC

By: 
Name: Emily Robertson
Title: CFO

Cowboy Acquisition, LLC

By: 
Name: Emily Robertson
Title: CFO

Valve Acquisition, LLC

By: 
Name: Emily Robertson
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

FREEDOM 3 CAPITAL, LLC, as Collateral Agent
for the Purchasers

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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:

CSC Operating Company, LLC

By: _____
Name: _____
Title: _____

Cowboy Acquisition, LLC

By: _____
Name: _____
Title: _____

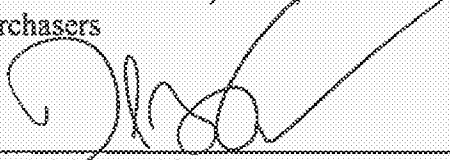
Valve Acquisition, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

FREEDOM 3 CAPITAL, LLC, as Collateral Agent
for the Purchasers

By:  _____
Name: Daniel S. Tamkin
Title: Managing Member

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
	US	74605993	11/02/1994	2036021	02/04/1997	CSC Operating Company, LLC
DIAMOND WRAP	US	77355357	12/19/2007	3495266	09/02/2008	COWBOY ACQUISITION, LLC
BLACK DIAMOND	US	77009563	09/28/2006	3322311	10/30/2007	COWBOY ACQUISITION, LLC
DIAMOND WRAP	US	78360410	01/30/2004	2989146	08/30/2005	COWBOY ACQUISITION, LLC
RHINOWRAP	US	77748734	06/01/2009	4096532	02/07/2012	COWBOY ACQUISITION, LLC
FIELDWRAP	US	87096169	07/07/2016	5429114	03/20/2018	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Belarus	20075019	12/27/2007	35600	04/18/2011	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Belarus	20075056	12/28/2007	35596	04/18/2011	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Canada	1377120	12/21/2007	TMA749185	10/01/2009	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Canada	1379621	01/17/2008	TMA753310	11/18/2009	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Europe	005911466	05/16/2007	005911466	08/15/2010	COWBOY ACQUISITION, LLC

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
DIAMOND WRAP	Europe	006536619	12/21/2007	006536619	09/23/2008	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Mexico	1060638	02/28/2008	1060638	09/29/2008	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Mexico	1063096	02/28/2008	1063096	09/29/2008	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Mexico	1037208	02/28/2008	1037208	04/28/2008	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Mexico	1063097	02/28/2008	1063097	09/28/2008	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Russian Federation	2007740508	12/21/2007	373969	03/10/2009	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Russian Federation	2007740507	12/21/2007	378523	05/05/2009	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Turkey	200816490	03/21/2008	200816490	04/07/2009	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Turkey	200816489	03/21/2008	200816489	04/08/2009	COWBOY ACQUISITION, LLC
ADVANCED VALVE TECHNOLOGIES*	US	85/201,604	12/20/2010	4,270,502	1/8/2013	VALVE ACQUISITION, LLC
EZ 2*	US	85/201,661	12/20/2010	4,226,352	10/16/2012	VALVE ACQUISITION, LLC
EZ VALVE*	Community Trademark	10058295	6/17/2011	10058295	1/9/2012	VALVE ACQUISITION, LLC
EZ VALVE*	Great Britain	3256644	9/14/2017	3256644	12/8/2017	VALVE ACQUISITION, LLC
EZ VALVE*	US	85/201,620	12/20/2010	4,196,663	8/28/2012	VALVE ACQUISITION, LLC

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
EZ VALVE NG*	Community Trademark	17206145	9/14/2017	017206145	1/8/2018	VALVE ACQUISITION, LLC
EZ VALVE NG*	Great Britain	3256669	9/14/2017	3256669	12/8/2017	VALVE ACQUISITION, LLC
T Design*	US	78/505,352	10/25/2004	3,028,558	12/13/2005	VALVE ACQUISITION, LLC

* Proposed to be acquired from Advanced Valve Technologies, Inc.

Pending Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Application Date</u>	<u>Class Number</u>	<u>Owner</u>
EZ VALVE NG	US	87/601,541	9/8/2017	6	VALVE ACQUISITION, LLC

Trademark Licenses

1. New CSLP License Agreement (Clock Spring Company, L.P.) among Norman C. Fawley, NCF Industries, Inc. and Clock Spring Company, L.P. (the "Company") dated June 25, 1996, as amended by that certain First Amendment dated May 11, 2017.
2. Valve Acquisition, LLC anticipates assuming that certain License Agreement dated March 20, 2006 between Suiken Co., Ltd. and Advanced Valve Technologies, LLC, as such agreement is anticipated to be amended prior to such assumption.
3. Cowboy Acquisition, LLC assumed those two certain Technology Manufacturing & Marketing Agreements between The University of Tulsa and CTI Services, LLC, each dated February 7, 2006. Patent