

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUALITY VALVE ACQUISITION L.L.C.		07/27/2018	Limited Liability Company: DELAWARE
QUALITY VALVE, LLC		07/27/2018	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	STIFEL BANK & TRUST, as Administrative Agent		
Street Address:	70 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Member Bank: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2325289	QVI	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Phone:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	50556.00.0005 - B. Shaw		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	09/07/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 27th day of July, 2018, by QUALITY VALVE ACQUISITION L.L.C., a Delaware limited liability company ("QV Acquisition"), and QUALITY VALVE, LLC, an Alabama limited liability company ("Quality Valve"; and together with QV Acquisition, individually each referred to herein as a "Grantor" and collectively referred to herein as "Grantors"), in favor of STIFEL BANK & TRUST, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) and other Secured Parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, Grantors, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a security interest in substantially all of the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders and other Secured Parties, a continuing security interest in Grantors' entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral" provided, that, for the avoidance of doubt, Trademark Collateral shall exclude any Excluded Property), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent-to-use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

5. Releases. If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then such Trademark Collateral shall be released from the Liens created hereby and the Administrative Agent, at the request and sole expense of such Grantor, shall promptly execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral.

6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.


7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

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

GRANTORS:

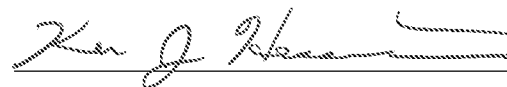
QUALITY VALVE ACQUISITION L.L.C.,
a Delaware limited liability company

By: 

Name: Ken J. Hessevick

Title: Chairman

QUALITY VALVE, LLC, an Alabama limited liability company

By: 


Name: Ken J. Hessevick

Title: Vice President

Agreed and Accepted as of the Date First Written Above

ADMINISTRATIVE AGENT:

STIFEL BANK & TRUST

By: 

Ted Dickinson
Assistant Vice President

Signature Page to Trademark
Security Agreement

CHICAGO/#3172728

TRADEMARK
REEL: 006432 FRAME: 0764

SCHEDULE A

TRADEMARKS

Loan Party	Jurisdiction	Mark	Registration/Application No.	Effective Date
Quality Valve, LLC	Australia	QVI	971508	07/06/2008
Quality Valve, LLC	Canada	QVI	877,946	05/14/2014
Quality Valve, LLC	China	QVI	11961175	06/14/2014
Quality Valve, LLC	European Union	QVI	011105277	08/08/2012
Quality Valve, LLC	France	QVI	971508	07/06/2008
Quality Valve, LLC	Germany	QVI	971508	07/06/2008
Quality Valve, LLC	Indonesia	QVI	J002014041345	09/11/2014
Quality Valve, LLC	International	QVI	971508	07/06/2008
Quality Valve, LLC	Italy	QVI	971508	07/06/2008
Quality Valve, LLC	Japan	QVI	2325289	07/06/2008
Quality Valve, LLC	Philippines	QVI	04-2014-00012231	01/01/2015
Quality Valve, LLC	Poland	QVI	971508	07/06/2008
Quality Valve, LLC	Russian Federation	QVI	971508	07/06/2008
Quality Valve, LLC	Singapore	QVI	971508	07/06/2008
Quality Valve, LLC	Taiwan	QVI	01736348	11/01/2015
Quality Valve, LLC	Thailand	QVI	952871	09/04/2014
Quality Valve, LLC	United Kingdom	QVI	971508	07/06/2008
Quality Valve, LLC	United States	QVI	2,325,289	03/07/2000
Quality Valve, LLC	Vietnam	QVI	971508	07/06/2008
Quality Valve, LLC	WIPO	QVI	971508	07/06/2008

TRADEMARK APPLICATIONS

None.