# OP \$140.00 4270502

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ADVANCED VALVE TECHNOLOGIES, LLC		10/30/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	STONEGATE ASSET COMPANY II, LLC	
Street Address:	123 North Wacker Drive	
Internal Address:	Suite 1160	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	4270502	ADVANCED VALVE TECHNOLOGIES	
Registration Number:	4226352	EZ 2	
Registration Number:	4196663	EZ VALVE	
Registration Number:	3028558	Т	
Serial Number:	87601541	EZ VALVE NG	

### CORRESPONDENCE DATA

**Fax Number:** 3128767934

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:** 312-876-8000

Email: trademarks.us@dentons.com

Correspondent Name: Dentons US LLP

**Address Line 1:** 233 South Wacker Drive Suite 5900

Address Line 2: P.O. Box 061080

Address Line 4: CHICAGO, ILLINOIS 60606-1080

NAME OF SUBMITTER:	SUBMITTER: BRIAN R. MCGINLEY	
SIGNATURE:	/brm/	
DATE SIGNED:	10/31/2018	

### **Total Attachments: 3**

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# GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

October 30, 2018

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, ADVANCED VALVE TECHNOLOGIES, LLC, a Delaware limited liability company ("Grantor"), having its principal office at 621 Lockhaven Drive Houston, Texas 77073, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company ("Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement among Grantor, CSC Operating Company, LLC, Cowboy Acquisition, LLC, the Guarantors party thereto from time to time and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Upon termination of the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

**GRANTOR:** 

ADVANCED VALVE TECHNOLOGIES, LLC

By: /// // // // Name: Emily Robertson

Title: Chief Financial Officer

GRANT OF SECURITY INTEREST IN TRADEMARKS

# **Schedule A to Grant of Security Interest in United States Trademarks**

Mark	Registration or Application Number	Registration or Application Date
ADVANCED VALVE TECHNOLOGIES	4,270,502	1/8/2013
EZ 2	4,226,352	10/16/2012
EZ VALVE	4,196,663	8/28/2012
T Design	3,028,558	12/13/2005
EZ VALVE NG	87/601,541	09/08/2017

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**RECORDED: 10/31/2018**