

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SHORT FORM SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proserv Gilmore Valve LLC		01/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited, as collateral agent		
Street Address:	8 Canada Square		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	E14 5HQ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3862833	GVC	
Registration Number:	3862828	GILMORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	01/18/2019		
Total Attachments: 5			
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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of January 18, 2019 (this “**Agreement**”), among Proserv Gilmore Valve LLC, a Delaware limited liability company (the “**Grantor**”) and HSBC Corporate Trustee Company (UK) Limited, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. First Lien Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “**U.S. Security Agreement**”), among, *inter alia*, ProServ Global Inc., a Delaware corporation (“**Holdings**”), Proserv US LLC, a Delaware limited liability company (the “**U.S. Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among, *inter alia*, Holdings, the U.S. Borrower, ProServ Operations Limited, a private company limited by shares incorporated under the laws of England and Wales (the “**U.K. Borrower**”), Proserv Delaware LLC, a Delaware limited liability company (the “**U.K. Co-Borrower**”, and together with the U.K. Borrower, the “**U.K. Borrowers**”, and together with the U.S. Borrower, the “**Borrowers**”, and each a “**Borrower**”), the other Guarantors from time to time party thereto, HSBC Bank PLC (as successor-in-interest to HSBC Bank USA, National Association), as Administrative Agent, HSBC Corporate Trustee Company (UK) Limited (as successor-in-interest to HSBC Bank USA, National Association), as Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Security Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the U.S. Obligations, including the Guaranty, the Grantor, pursuant to the U.S. Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interests granted to the Collateral Agent pursuant to the U.S. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. 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 the terms of this Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROSERV GILMORE VALVE LLC,
a Delaware limited liability company,
as the Grantor

By: 
Name: Stephen Cox
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006530 FRAME: 0552

HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED,
as Collateral Agent

By:  _____



Name

Title:

Simon Lazarus
Authorised Signatory

[Signature Page to Trademark Security Agreement]

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. App. No.
 GVC & Design (Stallion)	United States	Proserv Gilmore Valve LLC	3,862,833
 Gilmore & Design (Stallion running above to the right)	United States	Proserv Gilmore Valve LLC	3,862,828