# OP \$140.00 42705

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM508413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Valve Technologies, LLC		02/01/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	The Northwestern Mutual Life Insurance Company, as Administrative Agent				
Street Address:	720 E. Wisconsin Avenue				
City:	Milwaukee				
State/Country:	WISCONSIN				
Postal Code:	53202				
Entity Type:	Non-Stock Corporation: WISCONSIN				

### **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:

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.

**Email:** jbleskin@schiffhardin.com

Correspondent Name: Jennifer Bleskin

Address Line 1: 233 S. Wacker Drive, Suite 7100

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Jennifer Bleskin			
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	02/01/2019		

**Total Attachments: 6** 

source=2L\_IP Security Agreement (Trademark)(Advanced Valve Technologies)#page1.tif



### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2019, is made by Advanced Valve Technologies, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of The Northwestern Mutual Life Insurance Company ("<u>NML</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, "<u>Agent</u>") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of February 1, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Composite Technology Acquisition Corp., a Delaware corporation, the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and NML, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of February 1, 2019 in favor of the Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- <u>Section 2.</u> <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the <u>Trademark Collateral</u>"):
- (a) all of its Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determination with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ADVANCED VALVE TECHNOLOGIES, LLC**, as Grantor

Name: Matthew Bou

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

# ACCEPTED AND AGREED as of the date first above written:

# THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Agent

By: Northwestern Mutual Investment

Management Company, LLC, its investment advisor

By:

Name:

APPROVED

wanaging Director Title:

**REEL: 006548 FRAME: 0177** 

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

# REGISTERED TRADEMARKS

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
ADVANCED VALVE TECHNOLOGIES	US	85/201,604	12/20/2010	4,270,502	1/8/2013	ADVANCED VALVE TECHNOLOGIES, LLC
EZ 2	US	85/201,661	12/20/2010	4,226,352	10/16/2012	ADVANCED VALVE TECHNOLOGIES, LLC
EZ VALVE	Europe	10058295	6/17/2011	10058295	1/9/2012	ADVANCED VALVE TECHNOLOGIES, LLC
EZ VALVE	Great Britain	3256644	9/14/2017	3256644	12/8/2017	ADVANCED VALVE TECHNOLOGIES, LLC
EZ VALVE	US	85/201,620	12/20/2010	4,196,663	8/28/2012	ADVANCED VALVE TECHNOLOGIES, LLC
EZ VALVE NG	Europe	17206145	9/14/2017	017206145	1/8/2018	ADVANCED VALVE TECHNOLOGIES, LLC
EZ VALVE NG	Great Britain	3256669	9/14/2017	3256669	12/8/2017	ADVANCED VALVE TECHNOLOGIES, LLC
T Design	US	78/505,352	10/25/2004	3,028,558	12/13/2005	ADVANCED VALVE TECHNOLOGIES, LLC

# TRADEMARK APPLICATIONS

**RECORDED: 02/01/2019** 

<u>Mark</u>	Country	App. No.	Filing Date	Owner
EZ VALVE NG	US	87/601,541	09/08/2017	ADVANCED
				VALVE
				TECHNOLOGIES,
				LLC