

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530125

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ralph A. Hiller Company		06/28/2019	Corporation:
Specialty Pumps & Systems LLC		06/28/2019	Limited Liability Company:
Weir Floway, Inc.		06/28/2019	Corporation:

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1290730	FLOWAY
Registration Number:	3892194	FLOWAY
Registration Number:	4100518	HYDROGRITTER
Registration Number:	3694825	WSP
Registration Number:	2620383	TORQUE-FLOW
Registration Number:	0961983	ROTO-JET
Registration Number:	5649706	WSF
Registration Number:	5645089	WSF
Serial Number:	87218355	HILLER H

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 4155911000

Email: achan@winston.com

Correspondent Name: Becky L. Troutman, Esq.

Address Line 1: 101 California St.

TRADEMARK

Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 086700.00336

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 07/01/2019

Total Attachments: 7

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EXECUTION VERSION

This TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of June 28, 2019, (this “**Agreement**”), is made by and among each of the undersigned grantors (the “**Grantors**” and each a “**Grantor**”), and BNP PARIBAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that Security Agreement, dated as of June 28, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR Flow Control Midco Limited, a private limited company organized under the laws of England and Wales with its registered number being 11837578 (“**Parent**”), FR Flow Control Holdco Limited, a private limited company organized under the laws of England and Wales with its registered number being 1183731 (“**Holdings**”), FR Flow Control Luxco 1 S.à.r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg Companies Register under number B234666 (the “**LuxCo Borrower**”), FR Flow Control CB LLC, a Delaware limited liability company (the “**US Borrower**” and jointly and severally and collectively with the LuxCo Borrower, the “**Borrowers**” and each individually a “**Borrower**”), the subsidiaries of Parent from time to time party thereto, and the Collateral Agent; and (b) that certain Credit Agreement, dated as of June 28, 2019 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Parent, Holdings, the Borrowers, the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and BNP Paribas, as Administrative Agent, Collateral Agent and Swing Line Lender. 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. Each 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 Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the 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 Obligations, including the Guaranty, each Grantor, pursuant to the 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(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 (*provided* that no security interest shall be granted in United States intent-to-use trademark applications 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 applications under applicable federal law) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 Security Agreement. Each 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 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 Security Agreement, the terms of the Security Agreement shall govern.

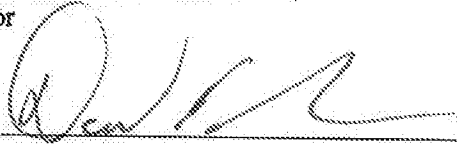
SECTION 4. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantors:

RALPH A HILLER COMPANY,
as Grantor

By: 

Name: David Brown
Title: Director

[Trademark Security Agreement]

TRADEMARK
REEL: 006683 FRAME: 0822

IN WITNESS WHEREOF, each Grantor has caused this Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantors:

SPECIALTY PUMPS & SYSTEMS LLC,
as Grantor

By: 
Name: John Kavalam
Title: Director


[Trademark Security Agreement]

TRADEMARK
REEL: 006683 FRAME: 0823

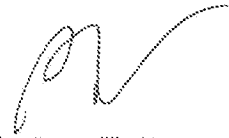
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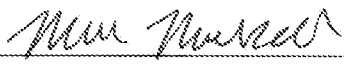
The Grantors:

WEIR FLOWAY, INC.,
as Grantor

By: 
Name: John Kavalam
Title: Director

**BNP PARIBAS,
as Collateral Agent**

By: 
Name: **Peter Fritz**
Title: **Director**

By: 
Name: **Mara MacDonagh**
Title: **vice president**

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006683 FRAME: 0825**

Schedule I

Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. App. No.
Floway	USA	Weir Floway, Inc.	1290730 73437991
Floway	USA	Weir Floway, Inc.	3892194 77882759
HYDROGRITTER	USA	Specialty Pumps & Systems LLC	4100518 77559447
WSP	USA	Specialty Pumps & Systems LLC	3694825 77559481
TORQUE-FLOW	USA	Specialty Pumps & Systems LLC	2620383 76230340
ROTO-JET	USA	Specialty Pumps & Systems LLC	961983 72413431
WSF	USA	Specialty Pumps & Systems LLC	5649706 87096814
WSF	USA	Specialty Pumps & Systems LLC	5645089 87714627
HILLER H and Design	USA	Ralph A. Hiller Company	SN: 87218355
FLOWAY	USA	Weir Floway, Inc.	TX 20533 00459749