

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engineered Controls International, LLC		11/05/2019	Limited Liability Company: DELAWARE
Superior Products, LLC		11/05/2019	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Bain Capital Credit, L.P., as Administrative Agent
Street Address:	200 Clarendon St., Floor 36
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0674424	CHEK-LOK
Registration Number:	4223313	CRYOMAC
Registration Number:	4540505	CRYOMAC2
Registration Number:	0788933	FLOMATIC
Registration Number:	2309303	MASTER DISTRIBUTOR REGO PRODUCTS AUTHORI
Registration Number:	1594855	MULTIBONNET
Registration Number:	2705877	MULTIPOINT
Registration Number:	1353774	MULTIVALVE
Registration Number:	1757986	REGO
Registration Number:	1031202	REGO
Registration Number:	0778751	ROTOGAGE
Registration Number:	2759514	SP
Registration Number:	2445021	MIGHTY-MAX
Serial Number:	88452284	MACRO
Serial Number:	88545504	GODDARD
Serial Number:	88545507	MT
Serial Number:	88545513	SUPERIOR PRODUCTS

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88545510	REGO

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	66478 / 216
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/05/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2019, is made by Engineered Controls International, LLC (“ECI”) and Superior Products, LLC (“SP” and together with ECI, each a “Grantor” and, collectively, the “Grantors”), in favor of Bain Capital Credit, L.P. (“BCC”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 5, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among by Engineered Controls International, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto, Bain Capital Credit, L.P., as Administrative Agent for the Lenders and Antares Capital LP, as Revolver Agent for the Revolving Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of November 5, 2019, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks and IP Licenses referred to on Schedule 1 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

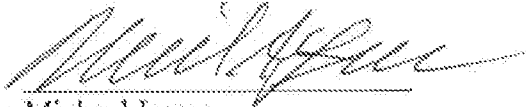
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

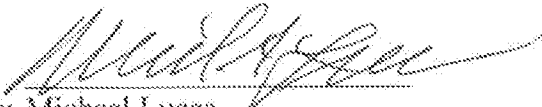
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

**ENGINEERED CONTROLS
INTERNATIONAL, LLC,**
as a Grantor

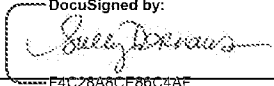
By: 
Name: Michael Lucas
Title: President and Chief Executive Officer

SUPERIOR PRODUCTS, LLC,
as a Grantor

By: 
Name: Michael Lucas
Title: President

ACCEPTED AND AGREED TO:

**BAIN CAPITAL CREDIT, LP, as
Administrative Agent**

DocuSigned by:

By: _____
Name: Sally Fassler Dornaus
Title: Managing Director/Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Country	Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
CHEK-LOK	United States of America	Engineered Controls International, LLC	72038971 16-Oct-1957	0674424 24-Feb-1959	Registered
CRYOMAC	United States of America	Engineered Controls International, LLC	85495072 14-Dec-2011	4223313 09-Oct-2012	Registered
CRYOMAC2	United States of America	Engineered Controls International, LLC	86017327 23-Jul-2013	4540505 27-May-2014	Registered
FLOMATIC	United States of America	Engineered Controls International, LLC	72186050 05-Feb-1964	0788933 04-May-1965	Registered
MASTER DISTRIBUTOR REGO PRODUCTS AUTHORIZED SALES, SERVICE, & SUPPORT (& DESIGN)	United States of America	Engineered Controls International, LLC	75633260 03-Feb-1999	2309303 18-Jan-2000	Registered
MULTIBONNET	United States of America	Engineered Controls International, LLC	73774625 13-Jan-1989	1594855 08-May-1990	Registered
MULTIPOINT	United States of America	Engineered Controls International, LLC	76056615 25-May-2000	2705877 15-Apr-2003	Registered
MULTIVALVE	United States of America	Engineered Controls International, LLC	73483137	1353774	Registered

Trademark	Country	Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
REGO	United States of America	Engineered Controls International, LLC	74290748 01-Jun-1984	1757986 13-Aug-1985	Registered
REGO (& DESIGN)	United States of America	Engineered Controls International, LLC	73046609 02-Jul-1992	1031202 16-Mar-1993	Registered
ROTOGAGE	United States of America	Engineered Controls International, LLC	72186141 13-Mar-1975	0778751 27-Jan-1976	Registered
SP and Design	US	Superior Products, LLC	76/179,665 12/12/2000	2,759,514 9/2/2003	Registered
MIGHTY-MAX	US	Superior Products, LLC	75/669,143 3/26/1999	2,445,021 4/17/2001	Registered

TRADEMARK APPLICATIONS

Trademark	Country	Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
MACRO	United States of America	Engineered Controls International, LLC	88/452,284 30-May - 2019		Pending- 1A
GODDARD	United States of America	Engineered Controls International, LLC	88/545,504 29-July- 2019		Pending- 1A
MT (Design)	United States of America	Engineered Controls International, LLC	88/545,507 29-July- 2019		Pending- 1A
SUPERIOR PRODUCTS	United States of America	Engineered Controls International, LLC	88/545,513 29-July- 2019		Pending-1A
REGO	United States of America	Engineered Controls International, LLC	88/545,510 29-July- 2019		Pending-1A

IP LICENSES

None.