

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548830

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Relevant Industrial, LLC		10/31/2019	Limited Liability Company: TEXAS
LKCM WM Distribution, LLC		10/31/2019	Limited Liability Company: TEXAS
LKCM CPI Distribution, LLC		10/31/2019	Limited Liability Company: TEXAS
LKCM CW Distribution, LLC		10/31/2019	Limited Liability Company: TEXAS
ARD Distribution, LLC		10/31/2019	Limited Liability Company: TEXAS
ARD International, LLC		10/31/2019	Limited Liability Company: TEXAS
Precision Fitting & Gauge Co.		10/31/2019	Corporation: OKLAHOMA
SWA Distribution, LLC		10/31/2019	Limited Liability Company: TEXAS
TMEC Distribution, LLC		10/31/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Regions Bank, as Administrative Agent
Street Address:	1180 West Peachtree, NW, Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4384773	SWITCH FILTRATION
Registration Number:	4359246	
Registration Number:	3272048	PRECISION FITTING & GAUGE COMPANY

CORRESPONDENCE DATA

Fax Number: 6175236850

OP \$90.00 4384773

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: 617-523-2700
Email: susan.dinicola@hklaw.com,ashley.ingraham@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	11/10/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of October 31, 2019, is made by and among the grantors listed on the signature pages hereto (each a “Grantor”, and collectively, the “Grantors”), and REGIONS BANK, in its capacity as administrative agent and collateral agent (the “Administrative Agent”) on behalf of the Lenders (as defined below).

W I T N E S S E T H:

A. **WHEREAS**, pursuant to that certain Credit Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of the date hereof, among (A) RELEVANT INDUSTRIAL, LLC, a Texas limited liability company (“Relevant Industrial”); (B) the Subsidiaries of Relevant Industrial and any other Subsidiaries of Relevant Industrial that may become Borrowers thereunder (each of such Subsidiaries, together with Relevant Industrial, jointly and severally, the “Borrowers” and, each, a “Borrower”); (C) any other Credit Parties party thereto from time to time; (D) the financial institutions from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”); (E) REGIONS BANK, an Alabama bank, in its capacities as a Lender, the Swing Line Lender and LC Issuer; and (F) Administrative Agent, the Lenders, Swing Line Lender and LC Issuer have severally agreed to make extensions of credit to the Credit Parties upon the terms and subject to the conditions set forth therein.

B. **WHEREAS**, pursuant to that certain Security Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), dated of the date hereof, among Borrowers, the other Credit Parties party thereto from time to time, and Administrative Agent, the Borrowers and the other Credit Parties granted Administrative Agent, for the benefit of the Secured Parties, a Lien in the Collateral (including the Trademark Collateral (as defined below));

C. **WHEREAS**, to induce Administrative Agent and Lenders to make extensions of credit to the Credit Parties, the Grantors are required to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used herein but not otherwise defined herein or in the above recitals have the meanings given to them in the Credit Agreement and the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to the Administrative Agent (for itself and on behalf of the Secured Parties) a continuing first priority security interest in all of such Grantor’s right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its trademarks and all trademark licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those 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.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Administrative Agent and the Lenders whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving any Grantor.

4. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Credit Agreement and the Security Agreement, and the Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with their terms. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, in each case, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder), in each case, shall remain in full force and effect in accordance with its terms. To the extent there is a conflict between the Credit Agreement, the Security Agreement and this Trademark Security Agreement, the Credit Agreement or the Security Agreement, as applicable, shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of the Credit Agreement, the Security Agreement and this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantors' obligations under this Section, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify

this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of law principles thereof.

8. TERMINATION. Upon payment and satisfaction in full of the Obligations and the termination of the Credit Agreement, the Loan Documents and the Revolving Commitments thereunder, this Trademark Security Agreement shall terminate, and the Administrative Agent, at Grantors' expense, shall release the liens and security interests created by this Trademark Security Agreement.

[Signature Pages Follow]

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

GRANTORS:

RELEVANT INDUSTRIAL, LLC, a Texas
limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

LKCM WM DISTRIBUTION, LLC, a
Texas limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

LKCM CPI DISTRIBUTION, LLC, a
Texas limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

LKCM CW DISTRIBUTION, LLC, a
Texas limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

ARD DISTRIBUTION, LLC, a Texas
limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ARD INTERNATIONAL, LLC, a Texas
limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

PRECISION FITTING & GAUGE CO., an
Oklahoma corporation

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

SWA DISTRIBUTION, LLC, a Texas
limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

TMEC DISTRIBUTION, LLC, a Texas
limited liability company

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

REGIONS BANK

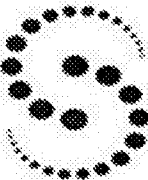
By: 

Name: Aaron Wade

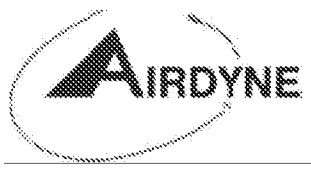

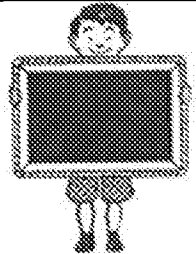
Title: Director

SCHEDULE I

Trademark Registrations/Applications

Mark	Grantor	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Switch Filtration	TMEC Distribution, LLC	100%	USPTO	4,384,773
	TMEC Distribution, LLC	100%	USPTO	4,359,246
PRECISION FITTING & GAUGE COMPANY	Precision Fitting & Gauge Co.	100%	USPTO	3,272,048

Trademark Licenses

Mark	Licensor	Grantor	Jurisdiction(s) and Office Where Registered	Registration Number
	Relevant Solutions, LLC 9750 West Sam Houston Parkway North, Suite 190 Houston, TX 77064	Relevant Industrial, LLC	USPTO	3,590,558
	Relevant Solutions, LLC 9750 West Sam Houston Parkway North, Suite 190 Houston, TX 77064	Relevant Industrial, LLC	USPTO	5,166,848
	Jeff Spanier 1359 E. 26 th St. Tulsa, OK 74114	Precision Fitting & Gauge Co.	USPTO	3,279,636