

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUST MANUFACTURING LLC		02/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG as Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3236058	EBC	
Registration Number:	3311792	EBC ENGINEERED BRASS COMPANY	
Registration Number:	3391797	GRIP RIM	
Registration Number:	3317273	GRIP RIM PLUS	
Registration Number:	3236056	J JUST MANUFACTURING	
Registration Number:	3375941	JUST	
Registration Number:	3236055	JUST	
Registration Number:	3848996	STYLIST GROUP	
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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1184364		

OP \$215.00 3236058

NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/07/2020
Total Attachments: 6 source=#92897097v1 - (Just Manufacturing LLC - Trademark Security Agreement - Execution Version - Filing)#page2.tif source=#92897097v1 - (Just Manufacturing LLC - Trademark Security Agreement - Execution Version - Filing)#page3.tif source=#92897097v1 - (Just Manufacturing LLC - Trademark Security Agreement - Execution Version - Filing)#page4.tif source=#92897097v1 - (Just Manufacturing LLC - Trademark Security Agreement - Execution Version - Filing)#page5.tif source=#92897097v1 - (Just Manufacturing LLC - Trademark Security Agreement - Execution Version - Filing)#page6.tif source=#92897097v1 - (Just Manufacturing LLC - Trademark Security Agreement - Execution Version - Filing)#page7.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of February 6, 2020, between JUST MANUFACTURING LLC, a Delaware limited liability company (the “Grantor”), and CREDIT SUISSE AG, as Administrative Agent.

WHEREAS, Grantor owns, or in the case of any Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Chase Acquisition I, Inc. (“**Holdings**”), RBS Global, Inc. and Rexnord LLC (the “**Borrowers**”), the Lenders party thereto, and Credit Suisse AG, as Administrative Agent, are parties to a Third Amended and Restated First Lien Credit Agreement dated as of August 21, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Second Amended and Restated Guarantee and Collateral Agreement dated as of March 15, 2012 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among Holdings, the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark, including, without limitation, each Trademark registration or application therefor referred to in Schedule 1 hereto;
- (ii) each Trademark License, including, without limitation, each Trademark License identified in Schedule 1 hereto; and
- (iii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and

revenues from any claim by the Grantor against third parties for past, present or future infringement of any Trademark (including, without limitation, any Trademark owned by the Grantor and identified in Schedule 1), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern.

* * * * *

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


JUST MANUFACTURING LLC

By: Robert G. Uecker Jr.
Name: Robert G. Uecker Jr.
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged:
CREDIT SUISSE AG,
as Administrative Agent

By: 
Name: **Lingzi Huang**
Title: **Authorized Signatory**


By: 
Name: **Brady Bingham**
Title: **Authorized Signatory**

[Signature Page to Trademark Security Agreement]

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

JUST MANUFACTURING LLC

U.S. TRADEMARK REGISTRATIONS

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Recorded Owner
United States (Federal)	EBC (Stylized) 	78708342	September 7, 2005	3236058	May 1, 2007	Just Manufacturing Company
United States (Federal)	EBC ENGINEERED BRASS COMPANY	78709216	September 8, 2005	3311792	October 16, 2007	Just Manufacturing Company
United States (Federal)	GRIP RIM	78709200	September 8, 2005	3391797	March 4, 2008	Just Manufacturing Company
United States (Federal)	GRIP RIM PLUS	78708352	September 7, 2005	3317273	October 23, 2007	Just Manufacturing Company
United States (Federal)	J JUST MANUFACTURING and Design 	78708281	September 7, 2005	3236056	May 1, 2007	Just Manufacturing Company
United States (Federal)	JUST (Stylized) 	78711279	September 12, 2005	3375941	January 29, 2008	Just Manufacturing Company
United States (Federal)	JUST	78708266	September 7, 2005	3236055	May 1, 2007	Just Manufacturing Company
United States (Federal)	STYLIST GROUP	78708461	September 7, 2005	3848996	September 14, 2010	Just Manufacturing Company

U.S. TRADEMARK APPLICATIONS

N/A.

U.S. TRADEMARK LICENSES

N/A.

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