

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydra-Stop LLC		03/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4785972	HSF 250	
Registration Number:	4799794	HSF 250 PATRIOT SERIES	
Registration Number:	1587428	HYDRA-STOP	
Registration Number:	4812165	HYDRA-STOPPER	
Registration Number:	2113391	HYDRA-TAP	
Registration Number:	4812160	HYDRA-TAPPER	
Registration Number:	3003454	INSTA-DAM	
Registration Number:	5674124	INSTA-VALVE	
Registration Number:	4894849	INSTA-VALVE 250 PATRIOT SERIES	
Registration Number:	4938124	IV 250 PATRIOT SERIES	
Registration Number:	4567498	IVP 250	
Registration Number:	5669476	JR HYDRA STOPPER	
Registration Number:	5403381	SOLUTIONS FOR CONTROL	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	3124605612		
Email:	wschmidt@seyfarth.com		
TRADEMARK			

CH \$340.00 4785972

Correspondent Name: Whitney Schmidt
Address Line 1: 233 S. Wacker Drive, Suite 8000
Address Line 2: Willis Tower
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 058550-000141

NAME OF SUBMITTER: Whitney Schmidt

SIGNATURE: /Whitney Schmidt/

DATE SIGNED: 03/12/2020

Total Attachments: 8

source=Hydra_Stop_security_interest#page1.tif
source=Hydra_Stop_security_interest#page2.tif
source=Hydra_Stop_security_interest#page3.tif
source=Hydra_Stop_security_interest#page4.tif
source=Hydra_Stop_security_interest#page5.tif
source=Hydra_Stop_security_interest#page6.tif
source=Hydra_Stop_security_interest#page7.tif
source=Hydra_Stop_security_interest#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 6, 2020, by HYDRA-STOP LLC, a Delaware limited liability company (the “Company”; and together with any other Person that becomes a Grantor as provided herein, the “Grantors” and each, a “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the benefit of the financial institutions (the “Lenders”) that are parties to the Credit Agreement referenced below from time to time (in such capacity, the “Administrative Agent”).

RECITALS

A. Each Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrower.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

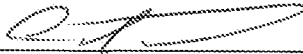
This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall be deemed to be originals.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HYDRA-STOP LLC

By: 
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006889 FRAME: 0394

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.


HYDRA-STOP LLC

By: _____

Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By:  _____

Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006889 FRAME: 0395

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
HSF 250	8/4/15	4785972
HSF 250 PATRIOT SERIES	8/25/15	4799794
HYDRA-STOP	3/20/90	1587428
HYDRA-STOPPER	9/15/15	4812165
HYDRA-TAP	11/18/97	2113391
HYDRA-TAPPER	9/15/15	4812160
INSTA-DAM	10/4/05	3003454
INSTA-VALVE	2/12/19	5674124
INSTA-VALVE 250 PATRIOT SERIES	2/2/16	4894849
IV 250 PATRIOT SERIES	4/12/16	4938124
IVP 250	7/15/14	4567498
JR. HYDRA-STOPPER	2/5/19	5669476
SOLUTIONS FOR CONTROL	2/13/18	5403381

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Australia	HYDRA-STOP	11/4/10	1359134
Canada	HYDRA-STOP	11/18/94	TMA436018
China	HYDRA-STOP	8/7/11	8288300
New Zealand	HYDRA-STOP	8/8/11	823537
United Kingdom	HYDRA-STOP	8/29/97	2029731
Canada	INSTA-VALVE	2/14/01	TMA541171
Canada	INSTA-VALVE 250 PATRIOT SERIES	5/16/18	TMA1729512
Canada	HSF 250	5/16/18	TMA996871
Canada	HSF 250 PATRIOT	11/5/18	TMA1008273

SERIES
SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Gate valve assembly for installation in pressurized pipes	8627843	1/14/14	6/1/2032
Method and apparatus for maintaining valves in a water distribution system	6125868	10/3/00	10/21/2018
Gate Valves for installation in Pressurized Pipes	9644779	5/9/17	7/3/2035
Conduit Flow Controller	6810903	11/2/04	4/21/19
Linestops, Nozzles and Completion Plugs for Installation in Pressurized Pipes	9829141	11/28/2017	12/10/2035
Pipe Core Sampling and Tapping Apparatus	10,473,560	11/12/19	12/08/2037

U.S. Patent Applications

<u>Title</u>	<u>Patent Application No.</u>	<u>Application Date</u>
Expanding Gate Valve Assembly with Pressure Equalization Systems	15/848,158	12/20/2017
Automated Pressure Equalization Above and Below Completion Plug of Gate Valve Cartridge	15/950,634	4/11/2018
Under-Pressure Tapping and Access Assembly for Pressurized Pipes	16/425,444	6/6/2018
Systems and methods for managing a cable attached to an inspection probe disposed in a pressurized pipe	62/733,956 (prov)	9/20/2018
Systems and methods for accessing and monitoring a fluid within a pressurized pipe	62/733,900 (prov)	9/20/2018

Systems and Methods for Protecting A Tether Line Disposed in a Pressurized Pipe	62/818,521 (prov)	3/14/2019
Systems and Methods For Cleaning a Pressurized Pipe	62/818,531 (prov)	3/14/2019
Systems and Methods For Repairing a Pressurized Pipe	62/818,540 (prov)	3/14/2019

Non-U.S. Patent Registrations

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Gate Valve Assembly for installation in Pressurized Pipe	CA	2874159	5/23/17	5/31/32

Non-U.S. Patent Applications

<u>Title Inventor(s)</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
Expanding Gate Valve Assembly with Pressure Equalization System	UK	1817250.2	10/23/2018
Expanding Gate Valve Assembly with Pressure Equalization System	AU	2018-274852	12/4/2018
Expanding Gate Valve Assembly with Pressure Equalization System	CA	14994-P57474CA00	10/30/2018
Automated Pressure Equalization Above and Below Completion Plug of Gate Valve Cartridge	UK	1900576.8	1/16/2019
Automated Pressure Equalization Above and Below Completion Plug of Gate Valve Cartridge	AU	2019200477	1/24/2019
Under-Pressure Tapping and Inspection Fitting for Fluid Carrying Pipes	UK	1907737.9	5/31/2019
Pipe Core Sampling and Tapping Apparatus	AU	2018274858	12/4/2018
Pipe Core Sampling and Tapping Apparatus	CAN	3,022,567	10/30/2018
Systems and methods for managing a cable attached to an inspection probe dispose	AU	2,019,232,927	9/20/2019
Systems and methods for managing a cable	CAN	3,055,858	9/18/2019

attached to an inspection probe dispose			
Systems and methods for managing a cable attached to an inspection probe dispose	UK	GB1913431.1	9/18/2019
Systems and methods for managing a cable attached to an inspection probe dispose	JPN	2019-171332	9/20/2019
Systems and methods for accessing and monitoring a fluid within a pressurized pipe	AU	2,019,232,932	9/20/2019
Systems and methods for accessing and monitoring a fluid within a pressurized pipe	CAN	3,056,051	9/19/2019
Systems and methods for accessing and monitoring a fluid within a pressurized pipe	UK	GB1913546.6	9/19/2019
Systems and methods for accessing and monitoring a fluid within a pressurized pipe	JPN	2019-171324	9/20/2019