

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clyde Union Inc.		03/30/2020	Corporation: MICHIGAN
S & N Pump Company		03/30/2020	Corporation: TEXAS
Boardwalk Parent, LLC		03/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Collateral Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	0810432	UNICHEM	
Registration Number:	0587514	UNI-LOK	
Registration Number:	4505687	UNI-LOK ZERO	
Registration Number:	3988378	UNION	
Registration Number:	3106470	S & N	
Registration Number:	3522520	SNSAFE	
Registration Number:	1550061	D	
Registration Number:	1287813	DOLLINGER	
Registration Number:	1946996	BALL-TROL	
Registration Number:	1449281	CAV-B9	
Registration Number:	1228163	COPES-VULCAN	
Registration Number:	3462034	GD ENGINEERING	
Registration Number:	1297380	HUSH	
Registration Number:	3466343	MAGMO	
Registration Number:	3061574	M & J	
Registration Number:	3462039	M & J VALVE	
Registration Number:	5069001	RAVEN	
TRADEMARK			

OP \$440.00 0810432

CORRESPONDENCE DATA**Fax Number:** 8009144240*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:** 800-713-0755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	03/30/2020

Total Attachments: 6

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source=17. Boardwalk - 1L - Trademark Security Agreement (First Lien)#page2.tif

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Clyde Union Inc.
4600 West Dickman Road
Battle Creek, MI 49037
Corporation - Michigan, USA
- 2. S & N Pump Company
8002 Breen Road
Houston, TX 77064
Partnership
Corporation - Texas, USA
- 3. Boardwalk Parent, LLC
One Manhattanville Road, Suite 201
Purchase, NY 10577
Limited Liability Company - Delaware

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 30, 2020

Assignment Merger

Security Agreement Change of Name

Other Security Interest (First Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BNP Paribas, as Collateral Agent

Street Address: 787 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal - Intellectual Property

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08540.018 (1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

March 30, 2020

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Intellectual Property

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 30, 2020 (this “Notice”), made by BOARDWALK PARENT, LLC (the “Borrower”) and each Subsidiary of the Borrower party hereto (collectively, the “Pledgors”), in favor of BNP PARIBAS, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (First Lien), dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, each subsidiary of the Borrower identified therein and BNP Paribas, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* 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 Collateral Agreement. Each Pledgor 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

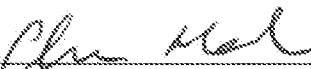
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

CLYDE UNION INC.

By: 
Name: Chris McVicker
Title: President and Treasurer

S & N PUMP COMPANY

By: 
Name: Chris McVicker
Title: President and Treasurer

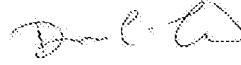
BOARDWALK PARENT, LLC

By: 
Name: Chris McVicker
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 006902 FRAME: 0976

BNP PARIBAS,
as Collateral Agent,



Denise Crow
Director

By: _

Name:
Title:



By: _

Name: Mara MacDonald
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Owner	Mark	Reg. No.	Reg. Date
Clyde Union Inc.	UNICHEM	0810432	6/28/1966
Clyde Union Inc.	UNI-LOK	0587514	3/30/1954
Clyde Union Inc.	UNI-LOK ZERO	4505687	4/1/2014
Clyde Union Inc.	UNION	3988378	7/5/2011
S & N Pump Company	S & N	3106470	06/20/2006
S & N Pump Company	SNSAFE	3522520	10/21/2008
Boardwalk Parent, LLC	D (Stylized)	1,550,061	8/1/1989
Boardwalk Parent, LLC	Dollinger	1,287,813	7/31/1984
Boardwalk Parent, LLC	BALL-TROL	1,946,996	1/9/1996
Boardwalk Parent, LLC	CAV-B9	1,449,281	7/28/1987
Boardwalk Parent, LLC	COPEP-VULCAN	1,228,163	2/22/1983
Boardwalk Parent, LLC	GD ENGINEERING	3,462,034	7/8/2008
Boardwalk Parent, LLC	HUSH	1,297,380	9/25/1984
Boardwalk Parent, LLC	MAGMO	3,466,343	7/15/2008
Boardwalk Parent, LLC	M & J	3,061,574	2/28/2006
Boardwalk Parent, LLC	M & J VALVE	3,462,039	7/8/2008
Boardwalk Parent, LLC	RAVEN	5,069,001	10/25/2016