

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST IN TRADEMARK RIGHTS (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIR ENERGY GROUP LLC		04/01/2021	Limited Liability Company: DELAWARE
APPLIED SYSTEM TECHNOLOGIES, INC.		04/01/2021	Corporation: NORTH CAROLINA
AUTOMATECH, INC.		04/01/2021	Corporation: MASSACHUSETTS
COMPRESSOR WORLD, LLC		04/01/2021	Limited Liability Company: MASSACHUSETTS
CORR TECH, INC.		04/01/2021	Corporation: TEXAS
INDELCO PLASTICS CORPORATION		04/01/2021	Corporation: MINNESOTA
INSCO INTERMEDIATE HOLDINGS, LLC		04/01/2021	Limited Liability Company: DELAWARE
MAGNATEX PUMPS, INC.		04/01/2021	Corporation: TEXAS
HYGENIKS, INC.		04/01/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS THE COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3598056		
Registration Number:	2788306	CORR TECH	
Registration Number:	3707283	MAGNATEX PUMPS, INC.	
Registration Number:	2805059	MAGNATEX	
Registration Number:	4055918	AUTOMATECH	
Registration Number:	4194145	COMPRESSOR WORLD	

CH \$240.00 3598056

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3760965	INDELCO
Registration Number:	6127513	GLOBALVAC
Serial Number:	90594409	PURITY ONE

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	22024-489
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	04/01/2021

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 1, 2021, is made by AIR ENERGY GROUP LLC, a Delaware limited liability company, APPLIED SYSTEM TECHNOLOGIES, INC., a North Carolina corporation, AUTOMATECH, INC., a Massachusetts corporation, COMPRESSOR WORLD, LLC, a Massachusetts limited liability company, CORR TECH, INC., a Texas corporation, INDELCO PLASTICS CORPORATION, a Minnesota corporation, INSCO INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, MAGNATEX PUMPS, INC., a Texas corporation, HYGENIKS, INC., a Massachusetts corporation (each a “Grantor” and, collectively, the “Grantors”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of April 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FLOW PARENT, INC., a Delaware corporation (“Holdings”), FLOW MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), FCG ACQUISITIONS, INC., a Delaware corporation (following the merger with the Initial Borrower, as successor to the Initial Borrower by operation of law, and following the Acquisition, the “Effective Date Borrower” and together with the Initial Borrower, each individually, and collectively referred to herein as the context may require, as the “Parent Borrower”), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of April 1, 2021 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

**AIR ENERGY GROUP LLC
APPLIED SYSTEM TECHNOLOGIES, INC.
AUTOMATECH, INC.
COMPRESSOR WORLD, LLC
CORR TECH, INC.
INDELCO PLASTICS CORPORATION
INSCO INTERMEDIATE HOLDINGS, LLC
MAGNATEX PUMPS, INC.
HYGENIKS, INC.**

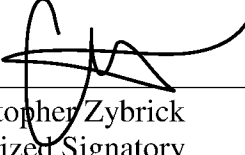
By:



Name: Hans van der Meulen
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By:  _____
Name: William O'Daly
Title: Authorized Signatory

By:  _____
Name: Christopher Zybrick
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
InSCO Intermediate Holdings, LLC	77551226	3598056	Design Only 
Corr Tech, Inc.	76434084	2788306	CORR TECH
Magnatex Pumps, Inc.	76696249	3707283	MAGNATEX PUMPS, INC. and Design 
Magnatex Pumps, Inc.	78223831	2805059	MAGNATEX
Automatech, Inc.	85279893	4055918	INDUSTRIALAUTOMATIONNATION
Automatech, Inc. Compressor World, LLC	85509612	4194145	AUTOMATECH Compressor World
Indelco Plastics Corporation	77794527	3760965	INDELCO
Air Energy Group LLC	88414887	6127513	GLOBALVAC
Hygeniks, Inc.	90594409	N/A	PURITY ONE