

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688187

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QUALITY VALVE, LLC		11/15/2021	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STIFEL BANK & TRUST		
<b>Street Address:</b>	70 West Madison St.		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	Bank & Trust: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97024561	QUALITY VALVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7798		
<b>Email:</b>	ablekhman@vedderprice.com		
<b>Correspondent Name:</b>	Aida Blekhman		
<b>Address Line 1:</b>	Vedder Price P.C.		
<b>Address Line 2:</b>	222 North LaSalle Street, Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	50556.00.0005		
<b>NAME OF SUBMITTER:</b>	Aida Blekhman		
<b>SIGNATURE:</b>	/Aida Blekhman/		
<b>DATE SIGNED:</b>	11/15/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 15<sup>th</sup> day of November, 2021, by QUALITY VALVE, LLC, an Alabama limited liability company ("Quality Valve" or the "Grantor"), in favor of STIFEL BANK & TRUST, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) and other Secured Parties ("Administrative Agent").

**WITNESSETH:**

WHEREAS, the Grantor, Quality Valve Acquisition L.L.C., a Delaware limited liability company ("QV Acquisition"), Griffco Valve, Inc., a New York corporation ("Griffco Valve"); together with QV Acquisition and the Grantor, collectively, the "Borrowers" and each, a "Borrower"), Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of July 27, 2018 (as amended by that certain First Amendment to Credit Agreement dated as of January 10, 2020, that certain Second Amendment to Credit Agreement dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Borrowers, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, the Borrowers and Quality Valve Intermediate Holdings Corp., a Delaware corporation (together with the Borrowers, collectively, the "Loan Parties" and each, a "Loan Party"), agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of July 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Loan Parties granted to Administrative Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a security interest in substantially all of the assets of the Loan Parties including, without limitation, all right, title and interest of the Loan Parties in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by the Loan Parties' Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement;

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

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders and other Secured Parties, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral" provided, that, for the avoidance of doubt, Trademark Collateral shall exclude any Excluded Property), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Loan Party's "intent-to-use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

5. Releases. If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by any Loan Party in a transaction permitted by the Credit Agreement, then such Trademark Collateral shall be released from the Liens created hereby and the Administrative Agent, at the request and sole expense of the applicable Loan Party, shall promptly execute and deliver to such Loan Party all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral.

6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

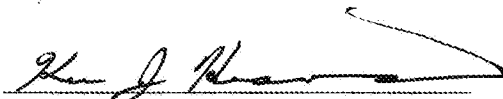
7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**        **QUALITY VALVE, LLC**, an Alabama limited liability company

By:



Name: Ken J. Hessevick

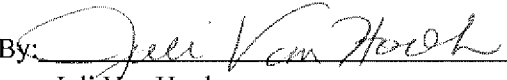
Title: Vice President

Signature Page to Trademark  
Security Agreement

Agreed and Accepted as of the Date First Written Above

**ADMINISTRATIVE AGENT:**

**STIFEL BANK & TRUST**

By:   
\_\_\_\_\_  
Juli Van Hook  
Senior Vice President

Signature Page to Trademark  
Security Agreement

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**TRADEMARK**  
**REEL: 007495 FRAME: 0092**

**SCHEDULE A**

**TRADEMARKS**

None.

**TRADEMARK APPLICATIONS**

<b>Loan Party</b>	<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration/Application No.</b>	<b>Filing Date</b>
Quality Valve, LLC	USA	QUALITY VALVE	97024561	09/13/2021