

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELKAY MANUFACTURING COMPANY		12/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	6273969	DART CANYON	
Registration Number:	6201211	EZH2O LIV	
Registration Number:	6295834	CIRCUIT CHEF	
Registration Number:	5921942	ELKAY EZH2O	
Registration Number:	5921943	ELKAY EZH2O	
Registration Number:	5561191	LUSTERTONE	
Registration Number:	5908937	LUSTERTONE ICONIX	
Registration Number:	5412905	RENÉ BY ELKAY	
Registration Number:	5295754	IPT SINK COMPANY	
Registration Number:	5284984	MAGNUS	
Registration Number:	5426044	SOLEIL	
Registration Number:	5280783	CROSSTOWN	
Registration Number:	5252793	QUARTZ LUXE	
Registration Number:	5252794	QUARTZ CLASSIC	
Registration Number:	5150827	R RENÉ	
Registration Number:	5150828	SIR FAUCET	
Registration Number:	5248975	M R SIR	
Registration Number:	4966064	ELKAY SINKMATE	
Registration Number:	4904049	SINKMATE	

CH \$1615.00 6273969

Property Type	Number	Word Mark
Registration Number:	4847867	SMARTWELL
Registration Number:	4886574	POLARIS SINKS
Registration Number:	4886575	AURORA
Registration Number:	4737876	HOME REALITY
Registration Number:	5181960	AURORA
Registration Number:	5181961	RENE
Registration Number:	4659651	SIR FAUCET
Registration Number:	4742200	POLARIS SINKS
Registration Number:	4742189	SOLERA SINKS
Registration Number:	4659216	MR DIRECT
Registration Number:	4317247	
Registration Number:	4123271	PERFECT DRAIN
Registration Number:	3839208	AVADO
Registration Number:	3851470	THE MYSTIC
Registration Number:	3823132	EZH2O
Registration Number:	3839149	HYDROBOOST
Registration Number:	3548312	ELKAY, DISCOVER THE PROFESSIONAL'S CHOIC
Registration Number:	3264466	ASANA
Registration Number:	3538771	NEPTUNE
Registration Number:	3011463	REVERE
Registration Number:	2913932	THE MYSTIC
Registration Number:	2728056	SLIMLINE
Registration Number:	2710093	QUICK-CLIP
Registration Number:	2701704	SOUND GUARD
Registration Number:	2122133	SOFT SIDES
Registration Number:	1999718	WATERSENTRY
Registration Number:	1823674	WATER SENTRY
Registration Number:	1755152	AQUA-CHILL
Registration Number:	1769248	ELKAY HANDS-FREE
Registration Number:	1555667	SWIRLFLO
Registration Number:	1598440	FLEXI-GUARD
Registration Number:	1507988	DAYTON
Registration Number:	1483294	KINGSFORD
Registration Number:	1466289	ELKAY
Registration Number:	1226579	HI-ARC
Registration Number:	1325435	NEPTUNE
Registration Number:	1084496	HALSEY TAYLOR
Registration Number:	1018692	CELEBRITY

Property Type	Number	Word Mark
Registration Number:	0917043	WELDBILT
Registration Number:	0725808	RIGIDBILT
Registration Number:	0714067	ELKAY
Registration Number:	0716339	HALSEY TAYLOR
Registration Number:	0685393	ELKAY
Registration Number:	0645017	STURDIBILT
Registration Number:	0622016	LUSTERTONE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-30129
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/17/2021

Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of December 16, 2021 by and from ELKAY MANUFACTURING COMPANY, a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Grantee, and the Lenders party thereto have entered into a Credit Agreement dated as of December 16, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Pledge and Security Agreement dated as of December 16, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Secured Obligations that are unliquidated, contingent in nature or that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor’s right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

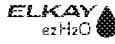



4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.


ELKAY MANUFACTURING COMPANY


By: Richard D. Phillips
Name: Richard D. Phillips
Title: President & CEO

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
1.	DART CANYON	US	88739256 26-DEC-2019	6273969 16-FEB-2021
2.	EZH2O LIV	US	88358419 27-MAR-2019	6201211 17-NOV-2020
3.	CIRCUIT CHEF	US	88272374 23-JAN-2019	6295834 16-MAR-2021
4.	ELKAY EZH2O 	US	88019417 28-JUN-2018	5921942 26-NOV-2019
5.	ELKAY EZH2O 	US	88019423 28-JUN-2018	5921943 26-NOV-2019
6.	LUSTERTONE	US	87845165 22-MAR-2018	5561191 11-SEP-2018
7.	LUSTERTONE ICONIX	US	87788129 07-FEB-2018	5908937 12-NOV-2019
8.	RENE BY ELKAY	US	87560006 08-AUG-2017	5412905 27-FEB-2018
9.	IPT SINK COMPANY	US	87333206 13-FEB-2017	5295754 26-SEP-2017
10.	MAGNUS	US	87333211 13-FEB-2017	5284984 12-SEP-2017
11.	SOLEIL	US	87333217 13-FEB-2017	5426044 20-MAR-2018
12.	CROSSTOWN	US	87330434 09-FEB-2017	5280783 05-SEP-2017
13.	QUARTZ LUXE	US	87166480 09-SEP-2016	5252793 25-JUL-2017
14.	QUARTZ CLASSIC	US	87166486 09-SEP-2016	5252794 25-JUL-2017
15.	R RENÉ 	US	87111168 21-JUL-2016	5150827 28-FEB-2017
16.	SIR FAUCET 	US	87111174 21-JUL-2016	5150828 28-FEB-2017
17.	M R SIR	US	87110749 20-JUL-2016	5248975 25-JUL-2017

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
				
18.	ELKAY SINKMATE 	US	86578352 27-MAR-2015	4966064 24-MAY-2016
19.	SINKMATE	US	86578406 27-MAR-2015	4904049 23-FEB-2016
20.	SMARTWELL	US	86503547 14-JAN-2015	4847867 03-NOV-2015
21.	POLARIS SINKS 	US	86333892 10-JUL-2014	4886574 12-JAN-2016
22.	AURORA 	US	86333928 10-JUL-2014	4886575 12-JAN-2016
23.	HOME REALITY	US	86291782 27-MAY-2014	4737876 19-MAY-2015
24.	AURORA	US	86291784 27-MAY-2014	5181960 11-APR-2017
25.	RENE	US	86291791 27-MAY-2014	5181961 11-APR-2017
26.	SIR FAUCET	US	86291797 27-MAY-2014	4659651 23-DEC-2014
27.	POLARIS SINKS	US	86283707 16-MAY-2014	4742200 26-MAY-2015
28.	SOLERA SINKS	US	86281203 14-MAY-2014	4742189 26-MAY-2015
29.	MR DIRECT	US	86275899 08-MAY-2014	4659216 23-DEC-2014
30.	<i>Design Only</i> 	US	85755370 16-OCT-2012	4317247 09-APR-2013
31.	PERFECT DRAIN	US	85375571 19-JUL-2011	4123271 03-APR-2012
32.	AVADO	US	77838959 01-OCT-2009	3839208 24-AUG-2010
33.	THE MYSTIC	US	77838969 01-OCT-2009	3851470 21-SEP-2010
34.	EZH2O	US	77818542 02-SEP-2009	3823132 20-JUL-2010
35.	HYDROBOOST	US	77818568 02-SEP-2009	3839149 24-AUG-2010
36.	ELKAY, DISCOVER THE PROFESSIONAL'S CHOICE	US	78849441 29-MAR-2006	3548312 16-DEC-2008
37.	ASANA	US	78806344 03-FEB-2006	3264466 17-JUL-2007

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
38.	NEPTUNE	US	78796474 21-JAN-2006	3538771 25-NOV-2008
39.	REVERE 	US	78485299 17-SEP-2004	3011463 01-NOV-2005
40.	THE MYSTIC	US	78279830 28-JUL-2003	2913932 21-DEC-2004
41.	SLIMLINE	US	76368715 08-FEB-2002	2728056 17-JUN-2003
42.	QUICK-CLIP	US	76368716 08-FEB-2002	2710093 22-APR-2003
43.	SOUND GUARD	US	76109885 14-AUG-2000	2701704 01-APR-2003
44.	SOFT SIDES	US	75007719 19-OCT-1995	2122133 16-DEC-1997
45.	WATERSENTRY	US	74728768 13-SEP-1995	1999718 10-SEP-1996
46.	WATER SENTRY	US	74324350 21-OCT-1992	1823674 22-FEB-1994
47.	AQUA-CHILL	US	74283961 11-JUN-1992	1755152 02-MAR-1993
48.	ELKAY HANDS-FREE	US	74229683 12-DEC-1991	1769248 04-MAY-1993
49.	SWIRLFLO	US	73773807 09-JAN-1989	1555667 12-SEP-1989
50.	FLEXI-GUARD	US	73767035 05-DEC-1988	1598440 29-MAY-1990
51.	DAYTON	US	73680696 26-AUG-1987	1507988 11-OCT-1988
52.	KINGSFORD	US	73680737 26-AUG-1987	1483294 05-APR-1988
53.	ELKAY	US	73658518 01-MAY-1987	1466289 24-NOV-1987
54.	HI-ARC	US	73348442 03-FEB-1982	1226579 08-FEB-1983
55.	NEPTUNE	US	73224761 25-JUL-1979	1325435 19-MAR-1985
56.	HALSEY TAYLOR	US	73126468 13-MAY-1977	1084496 07-FEB-1978
57.	CELEBRITY	US	73007151 23-NOV-1973	1018692 26-AUG-1975
58.	WELDBILT	US	72348516 14-JAN-1970	0917043 27-JUL-1971
59.	RIGIDBILT	US	72116490	0725808

No.	Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
			27-MAR-1961	02-JAN-1962
60.	ELKAY	US	72101766 01-AUG-1960	0714067 18-APR-1961
61.	HALSEY TAYLOR <i>Halsey Taylor</i>	US	72101625 28-JUL-1960	0716339 06-JUN-1961
62.	ELKAY	US	72058024 28-AUG-1958	0685393 22-SEP-1959
63.	STURDIBILT	US	72015110 05-SEP-1956	0645017 07-MAY-1957
64.	LUSTERTONE <i>Lustertone</i>	US	71685680 18-APR-1955	0622016 28-FEB-1956