

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM696480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIRCOR International, Inc.		12/20/2021	Corporation: DELAWARE
CIRCOR Aerospace, Inc.		12/20/2021	Corporation: DELAWARE
CIRCOR Precision Metering, LLC		12/20/2021	Limited Liability Company: DELAWARE
TapcoEnpro, LLC		12/20/2021	Limited Liability Company: DELAWARE
DeltaValve, LLC		12/20/2021	Limited Liability Company: DELAWARE
CIRCOR Pumps North America, LLC		12/20/2021	Limited Liability Company: DELAWARE
Leslie Controls, Inc.		12/20/2021	Corporation: DELAWARE
CIRCOR Naval Solutions, LLC		12/20/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Truist Bank
Street Address:	3333 Peachtree Road, NE 4th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Chartered Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	4109679	CIRCOR SELECT
Registration Number:	4335806	ECO PILOT
Registration Number:	4238548	CIRCOR
Registration Number:	4238547	CIRCOR
Registration Number:	4238546	CIRCOR
Registration Number:	1862267	SEI
Registration Number:	0682409	CIRCLE SEAL
Registration Number:	0966392	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0817251	DYNAFLOW
Registration Number:	0628527	CIRCLE SEAL
Registration Number:	4217187	LESLIE
Registration Number:	1997806	AEROFLOW
Registration Number:	1087662	FIRE-CIDE
Registration Number:	1474839	SOLI-CON
Registration Number:	1308620	LES-SONIC
Registration Number:	0904155	LESLIE AIRMATE
Registration Number:	0975916	LES-SONIC
Registration Number:	0976228	LES-SONIC
Registration Number:	0951881	LESLIE EVENTEMP
Registration Number:	0958134	LESLIE
Registration Number:	0932171	LESLIE AIRMATE
Registration Number:	0934895	LESLIE SUPERTYFON
Registration Number:	0808856	LESLIE-CONSTANTEMP
Registration Number:	0572947	SUPERTYFON
Registration Number:	0580899	LESLIE
Registration Number:	0583267	LESLIE
Registration Number:	0560044	LESLIE
Registration Number:	5309330	TAPCOENPRO INTERNATIONAL
Registration Number:	5309329	TAPCOENPRO
Registration Number:	2501579	TAPCO
Registration Number:	2730852	BOLT-LESS SLIDE VALVE
Registration Number:	6230287	CENTERFEED
Registration Number:	3002662	DELTA GLIDE
Registration Number:	4036734	DELTA VALVE
Registration Number:	2878539	DELTA GUARD
Registration Number:	2647835	DELTA WEDGE
Registration Number:	2548931	DELTA DISC
Registration Number:	1133502	ZENITH
Registration Number:	0674143	ZENITH
Registration Number:	2548685	ZEDRIVE
Registration Number:	1166147	WARREN
Registration Number:	1958259	IMO
Registration Number:	1188384	CIG
Registration Number:	1111207	GTS
Serial Number:	90621107	AERODYNE CONTROLS

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:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	12/21/2021
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Total Attachments: 13

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2021 (this “Security Agreement”), is made by the grantors listed on the signature page hereto (each a “Grantor” and collectively, the “Grantors”), in favor of TRUIST BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, CIRCOR International, Inc., a Delaware corporation (the “Borrower”), each Domestic Subsidiary of the Borrower, as Subsidiary Guarantors, the Lenders from time to time parties thereto and Truist Bank, as Administrative Agent, Collateral Agent, the Swing Line Lender and an LC Issuer have entered into that certain Credit Agreement, dated as of December 20, 2021 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into the Security Agreement, dated as of December 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants 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 the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which 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 Security Agreement, the terms of the Security Agreement shall prevail.

SECTION 4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, maintenance, renewal, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement 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.

SECTION 6. Governing Law. This Security Agreement 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 Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIRCOR INTERNATIONAL, INC.

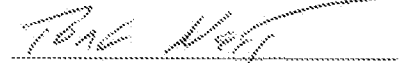
By: Abhishek Khandelwal
Name: Abhishek Khandelwal
Title: Senior Vice President and Chief
Financial Officer

TAPCOENPRO, LLC
DELTAVALVE, LLC

By: Abhishek Khandelwal
Name: Abhishek Khandelwal
Title: Manager

CIRCOR AEROSPACE, INC.

By:

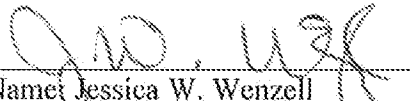


Name: Tony Najjar

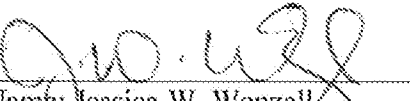
Title: President

[Signature Page -- Circor Trademark Security Agreement]

CIRCOR PRECISION METERING, LLC

By: 
Name: Jessica W. Wenzell
Title: Secretary and Vice President

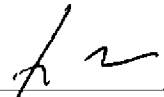
LESLIE CONTROLS, INC.

By: 
Name: Jessica W. Wenzell
Title: Secretary and Vice President

CIRCOR PUMPS NORTH AMERICA, LLC

By: Steve Mahoney
Name: Steve Mahoney
Title: Manager and Vice President

CIRCOR NAVAL SOLUTIONS, LLC

By: 
Name: Thomas Spock
Title: Manager and Vice President

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

TRUIST BANK

By: _____

Name:

Jonathan Hart

Title:

Director

[Signature Page -- Circor Trademark Security Agreement]

TRADEMARK
REEL: 007537 FRAME: 0577

SCHEDULE I**Trademarks and Trademark Licenses****I. REGISTERED TRADEMARKS**

Owner	Trademark	Reg. No.	Reg. Date
CIRCOR International, Inc.	CIRCOR SELECT	4109679	2012-03-06
CIRCOR International, Inc.	ECO PILOT	4335806	2013-05-14
CIRCOR International, Inc.	CIRCOR	4238548	2012-11-06
CIRCOR International, Inc.	CIRCOR	4238547	2012-11-06
CIRCOR International, Inc.	CIRCOR	4238546	2012-11-06
CIRCOR Aerospace, Inc.	SEI	1862267	1994-11-15
CIRCOR Aerospace, Inc.	CIRCLE SEAL	0682409	1959-07-28
CIRCOR Aerospace, Inc.		0966392	1973-08-21
CIRCOR Aerospace, Inc.	DYNAFLOW	0817251	1966-10-25
CIRCOR Aerospace, Inc.	CIRCLE SEAL	0628527	1956-06-12
Leslie Controls, Inc.	LESLIE	4217187	2012-10-02
Leslie Controls, Inc.	AEROFLOW	1997806	1996-09-03
Leslie Controls, Inc.	FIRE-CIDE	1087662	1978-03-21
Leslie Controls, Inc.	SOLI-CON	1474839	1988-02-02
Leslie Controls, Inc.	LES-SONIC	1308620	1984-12-11
Leslie Controls, Inc.	LESLIE AIRMATE	0904155	1970-12-15
Leslie Controls, Inc.	LES-SONIC	0975916	1974-01-01
Leslie Controls, Inc.	LES-SONIC	0976228	1974-01-08

Owner	Trademark	Reg. No.	Reg. Date
Leslie Controls, Inc.	LESLIE EVENTEMP	0951881	1973-01-30
Leslie Controls, Inc.	LESLIE	0958134	1973-05-01
Leslie Controls, Inc.	LESLIE AIRMATE	0932171	1972-04-11
Leslie Controls, Inc.	LESLIE SUPERTYFON	0934895	1972-05-30
Leslie Controls, Inc.	LESLIE-CONSTANTEMP	0808856	1966-05-24
Leslie Controls, Inc.	SUPERTYFON	0572947	1953-04-07
Leslie Controls, Inc.	LESLIE	0580899	1953-10-13
Leslie Controls, Inc.	LESLIE	0583267	1953-12-08
Leslie Controls, Inc.	LESLIE	0560044	1952-06-17
TapcoEnpro, LLC	TAPCOENPRO INTERNATIONAL	5309330	2017-10-17
TapcoEnpro, LLC	TAPCOENPRO	5309329	2017-10-17
TapcoEnpro, LLC	TAPCO	2501579	2001-10-30
TapcoEnpro, LLC	BOLT-LESS SLIDE VALVE	2730852	2003-06-24
DeltaValve, LLC	CENTERFEED	6230287	2020-12-22
DeltaValve, LLC	DELTAGLIDE	3002662	2005-09-27
DeltaValve, LLC	DELTAVALVE	4036734	2011-10-11
DeltaValve, LLC	DELTAGUARD	2878539	2004-08-31
DeltaValve, LLC	DELTAWEDGE	2647835	2002-11-12
DeltaValve, LLC	DELTADISC	2548931	2002-03-19
CIRCOR Precision Metering, LLC	ZENITH	1133502	1980-04-22
CIRCOR Precision Metering, LLC	ZENITH	0674143	1959-02-17
CIRCOR Precision Metering, LLC	ZeDRIVE	2548685	2002-03-19
CIRCOR Naval Solutions, LLC	WARREN	1166147	1981-08-25
CIRCOR Pumps North America, LLC	IMO	1958259	1996-02-27
CIRCOR Pumps North America, LLC	CIG	1188384	1982-02-02

Owner	Trademark	Reg. No.	Reg. Date
CIRCOR Pumps North America, LLC	GTS	1111207	1979-01-16

II. TRADEMARK APPLICATIONS

Owner	Trademark	Appl. No.	Filing Date
CIRCOR Aerospace, Inc.	AERODYNE CONTROLS	90621107	2021-04-02

III. TRADEMARK LICENSES

None.