

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEEL & O'BRIEN MANUFACTURING, INC.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC, as Agent		
Street Address:	600 Lexington Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3170383	TOP-FLO	
Registration Number:	2687961	BIOFLO	
Registration Number:	2687960	BIOPRO	
Registration Number:	1812713	TOP-FLO	
Serial Number:	90431936	STEEL & O'BRIEN	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	6175269628		
Email:	KReimels@proskauer.com		
Correspondent Name:	Krissy Reimels		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	39746.001 (Flow Control)		
NAME OF SUBMITTER:	Krissy Reimels		
SIGNATURE:	/Krissy Reimels/		
DATE SIGNED:	03/31/2022		

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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of March 31, 2022 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of ICG Debt Administration LLC, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Second Lien Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among FCH Intermediate Holdings, Inc., a Delaware corporation (on the Closing Date and prior to the Issuer Assumption, the “**Initial Issuer**” and the “**Issuer**”, and after giving effect to the Issuer Assumption, “**Holdings**”), Flow Control Solutions, Inc., a Delaware corporation (the “**Company**”, and after giving effect to the Issuer Assumption, the “**Issuer**”), the Purchasers party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Note Purchase Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Note Purchase Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Note Purchase Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement or the release of the Collateral described herein, in each case, in accordance with Section 8.17 of the Guarantee and Collateral Agreement, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such

signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. The words "executed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Note Purchase Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

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

GRANTOR:

STEEL & O'BRIEN MANUFACTURING, INC.

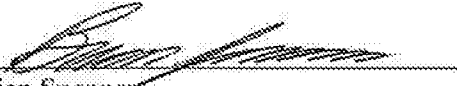
By: 
Name: Phil Pejovich
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007676 FRAME: 0919

AGREED AND ACCEPTED
as of the date first written above:

ICG DEBT ADMINISTRATION LLC,
as Agent

By: 
Name: Brian Spenner
Title: Authorized Person

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007676 FRAME: 0920

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Registration Number/ Application Number</u>	<u>Registration Date/ Application Date</u>
Steel & O'Brien Manufacturing, Inc.	STEEL & O'BRIEN	90/431,936	March 1, 2022
Steel & O'Brien Manufacturing, Inc.	TOP-FLO	3,170,383	November 14, 2006
Steel & O'Brien Manufacturing, Inc.	BIOFLO	2,687,961	February 18, 2003
Steel & O'Brien Manufacturing, Inc.	BIOPRO	2,687,960	February 18, 2003
Steel & O'Brien Manufacturing, Inc.	TOP-FLO	1,812,713	December 21, 1993

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