

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729223

<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>
DeZURIK, Inc.		05/20/2022	Corporation: DELAWARE
Red Valve Company, Inc.		05/20/2022	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn, Floor L2		
<b>Internal Address:</b>	Suite IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5015490	APCO	
<b>Registration Number:</b>	0777698	DEZ	
<b>Registration Number:</b>	0777697	DEZURIK	
<b>Registration Number:</b>	4884148	HILTON	
<b>Registration Number:</b>	1783298	POWERRAC	
<b>Registration Number:</b>	1878441	WILLAMETTE	
<b>Registration Number:</b>	0882002	REDFLEX	
<b>Registration Number:</b>	1340395	TIDEFLEX	
<b>Registration Number:</b>	1982161	RED VALVE	
<b>Registration Number:</b>	1982162	RV	
<b>Registration Number:</b>	2657185	WATERFLEX	
<b>Registration Number:</b>	2841684	WEIRFLEX	
<b>Registration Number:</b>	2994470	MEGAFLEX	
<b>Registration Number:</b>	3932361	CHECK MATE	
<b>Registration Number:</b>	4337309	TIDEFLEX TECHNOLOGIES	
<b>Registration Number:</b>	4455773	TIDEFLEX TECHNOLOGIES	
<b>Registration Number:</b>	5788241	ULTRAFLEX	

OP \$515.00 5015490

Property Type	Number	Word Mark
Registration Number:	6251704	SNAP PRESSURE
Registration Number:	6399452	RKL
Serial Number:	90686893	DZ APEX

**CORRESPONDENCE DATA**

**Fax Number:** 6127661600

*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:** 6127666911

**Email:** susan.carlson@faegredrinker.com

**Correspondent Name:** Susan Carlson, Faegre Drinker Biddle

**Address Line 1:** 90 S 7th St Ste 2200

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Susan Carlson
<b>SIGNATURE:</b>	/e/ Susan Carlson
<b>DATE SIGNED:</b>	05/20/2022

**Total Attachments: 6**

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- source=DeZURIK - Trademark Security Agreement (2022) EXECUTED#page2.tif
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2022 (this “Trademark Security Agreement”), is made by and among the parties listed on the signature pages hereto as Grantors (the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A. as collateral agent (in such capacity, “Collateral Agent”) for the Bank Agent (as defined in the Intercreditor Agreement defined below), the “Banks” from time to time party to the Intercreditor Agreement (the “Lenders”) and the “Noteholders” from time to time party to the Intercreditor Agreement (the “Noteholders”).

### WITNESSETH:

Lenders have severally agreed to extend credit to DeZURIK, Inc. (the “Parent”) pursuant to the Credit Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Credit Agreement”) by and among Bank Agent, the Lenders, the Parent and the other Loan Parties party thereto.

The Parent, the other Loan Parties, and the Noteholders have entered into the Second Amended and Restated Note Purchase Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Note Agreement”) pursuant to which, among other things, the Existing Notes (as defined therein) have been designated as outstanding thereunder.

Collateral Agent, the Bank Agent, the Lenders and the Noteholders have entered into a Second Amended and Restated Intercreditor and Collateral Agency Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Intercreditor Agreement”) pursuant to which, among other things, Collateral Agent was appointed as collateral agent for the Bank Agent, the Lenders and the Noteholders.

As security for the Grantors’ obligations to the Bank Agent, the Lenders and the Noteholders, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Bank Agent and the Noteholders to extend credit and provide other financial accommodations to the Grantors and the other Loan Parties, the Grantors hereby agree with Collateral Agent as follows:

1. Definitions. Terms defined in or pursuant to the Collateral Agreement (as defined below) and not otherwise defined herein shall have the meanings given them in or pursuant to the Collateral Agreement.
2. Grant of Security Interest in Trademark Collateral. Each Grantor, 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, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Bank Agent, the Lenders and Noteholders, and grants to the Collateral Agent for the benefit of the Bank Agent, the Lenders and the Noteholders, a Lien on and continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following collateral of such Grantor, whether now owned or existing or hereafter acquired or arising (the “Trademark Collateral”):
  - (a) all Trademarks in which any Grantor has any interest and related 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 1 hereto;

- (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all income, accounts, royalties, revenues and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all income, accounts, royalties, revenues and proceeds from any claim by any Grantor against any third parties for any past, present and future infringement, misappropriation, dilution, pre-issuance recovery, violation or other impairment thereof.
3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to that certain Second Amended and Restated Collateral Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Collateral Agreement”), and each Grantor hereby acknowledges and agrees 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
  4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and related Trademark Licenses subject to a security interest hereunder.
  5. Counterparts. This Trademark 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.
  6. Continuing Effect. This Trademark Security Agreement and the Collateral Agent’s security interest in the Trademark Collateral shall continue in full force and effect until the Secured Obligations are Paid in Full.
  7. Governing Law. This Trademark 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 Minnesota.

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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.

DEZURIK, INC., as a Grantor

By: Bryan M. Burns  
Name: Bryan M. Burns  
Title: Chief Executive Officer

RED VALVE COMPANY, INC., as a Grantor

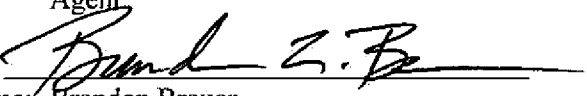
By: Bryan M. Burns  
Name: Bryan M. Burns  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007728 FRAME: 0487**

ACCEPTED AND AGREED  
as of the date first above written:



JPMORGAN CHASE BANK, N.A., as Collateral  
Agent

By:   
Name: Brandon Brauer  
Title: Authorized Officer

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
DeZURIK, Inc.	USA	APCO	5,015,490	August 9, 2016
	USA	DeZ & Design		
DeZURIK, Inc.			777,698	September 29, 1964
DeZURIK, Inc.	USA	DEZURIK	777,697	September 29, 1964
DeZURIK, Inc.	USA	HILTON	4,884,148	January 12, 2016
DeZURIK, Inc.	USA	POWERAC	1,783,298	July 20, 1993
DeZURIK, Inc.	USA	WILLAMETTE	1,878,441	February 14, 1995
	USA	REDFLEX (Stylized)		
Red Valve Company, Inc.			882,002	December 9, 1969
Red Valve Company, Inc.	USA	TIDFLEX	1,340,395	June 11, 1985
Red Valve Company, Inc.	USA	RED VALVE	1,982,161	June 25, 1996
Red Valve Company, Inc.	USA	RV	1,982,162	June 25, 1996
Red Valve Company, Inc.	USA	WATERFLEX	2,657,185	December 3, 2002
Red Valve Company, Inc.	USA	WEIRFLEX	2,841,684	May 11, 2004

Grantor	Country	Mark	Registration No.	Registration Date
Red Valve Company, Inc.	USA	MEGAFLEX	2,994,470	September 13, 2005
Red Valve Company, Inc.	USA	CHECK MATE	3,932,361	March 15, 2011
Red Valve Company, Inc.	USA	TIDFLEX TECHNOLOGIES	4,337,309	May 21, 2013
Red Valve Company, Inc.	USA	TIDFLEX TECHNOLOGIES	4,455,773	December 24, 2013
Red Valve Company, Inc.	USA	ULTRAFLEX	5,788,241	June 25, 2019
Red Valve Company, Inc.	USA	SNAP PRESSURE	6,251,704	January 19, 2021
Red Valve Company, Inc.	USA	RKL	6,399,452	June 29, 2021
DeZURIK, Inc.	Canada	APCO	TMA179,959	December 10, 1971
DeZURIK, Inc.	Canada	DEZURIK	TMA1,003,621	August 27, 2018
Red Valve Company, Inc.	Canada	RED VALVE	TMA 669413	August 8, 2006
Red Valve Company, Inc.	Canada	TIDFLEX	TMA 623768	October 27, 2004

Trademark Applications

Grantor	Country	Mark	Filing Date	Application No.
DeZURIK, Inc.	USA	DZ APEX	May 3, 2021	90/686893