

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clark-Reliance LLC		11/29/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4895214	CLARK RELIANCE	
Registration Number:	1822421	CLARK-RELIANCE	
Registration Number:	3305874	DURASTAR	
Registration Number:	1217309	ENDURATRAP	
Registration Number:	0507810	EYE-HYE	
Registration Number:	1498377	FIBER LEVEL	
Registration Number:	5006050	HYCOA	
Registration Number:	1721610	JACOBY-TARBOX	
Registration Number:	2124926	JERGUSON	
Registration Number:	5707956	JERGUSON	
Registration Number:	0516550	LEVALARM	
Registration Number:	4895224	MAGNE-SONICS	
Registration Number:	1117147	MAGNICATOR	
Registration Number:	3305876	NIGHTSTAR	
Registration Number:	3701314	PHAETON	
Registration Number:	0504578	RELIANCE	
Registration Number:	0504764	RELIANCE	
Registration Number:	0744448	SIMPLIPORT	
Registration Number:	0505195	TILTVIEW	

OP \$615.00 4895214

Property Type	Number	Word Mark
Registration Number:	1838984	TRU-SAN
Registration Number:	1905511	TWIP
Registration Number:	2307276	UNI SHIELD
Registration Number:	1310893	UNIGLAS
Registration Number:	1866226	UNI-SAN

CORRESPONDENCE DATA

Fax Number:

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.

Email: van-ipdocketing@mccarthy.ca

Correspondent Name: Vincent Kam-Sun Yip

Address Line 1: 745 Thurlow Street, Suite 2400

Address Line 4: Vancouver, BC, CANADA V6E0C5

ATTORNEY DOCKET NUMBER:	226921552358
NAME OF SUBMITTER:	Vincent Kam-Sun Yip
SIGNATURE:	/Vincent Kam-Sun Yip/
DATE SIGNED:	08/03/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

NOVEMBER 29, 2021

WHEREAS, Clark-Reliance LLC, a Delaware limited liability company (the “Borrower”), Oil Filtration Systems, LLC, an Ohio limited liability company (“OFS”), and Ernst Flow Industries, LLC, an Ohio limited liability company (“EFI” and, together with the Borrower, OFS, and EFI, the “Grantors” and each a “Grantor”), own the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among the Borrower, CR Intermediate LLC, a Delaware limited liability company (“Holdings”) and the other Grantors party thereto, in favor of BMO Harris Bank N.A., as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented and/or modified from time to time, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrower, Holdings, and the other Grantors party thereto, in favor of BMO Harris Bank N.A., as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, “Grantee”), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created, arising or acquired:

- (i) each Trademark owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

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 or the Canadian Intellectual Property Office, as applicable, to register trademarks or service marks on the basis of any Grantor'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; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Each Grantor authorizes the Commissioner for Trademarks, the Canadian Intellectual Property Office and any other government officials to record and register this Trademark Security Agreement upon request by Grantee.

This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

CLARK-RELIANCE LLC

By: *Richard A. Solon*
Name: Richard A. Solon
Title: Chief Executive Officer and President

OIL FILTRATION SYSTEMS, LLC

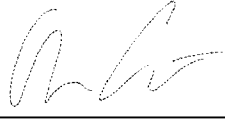
By: *Richard A. Solon*
Name: Richard A. Solon
Title: President

ERNST FLOW INDUSTRIES, LLC

By: *Richard A. Solon*
Name: Richard A. Solon
Title: Chief Executive Officer and President

ACKNOWLEDGED:

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: Andrew Ault
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007811 FRAME: 0034

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
United States	CLARK RELIANCE	86/675,436	6/26/2015	4,895,214	2/2/2016	Registered	Clark-Reliance LLC
United States	CLARK-RELIANCE	74/319,097	9/29/1992	1,822,421	2/22/1994	Registered	Clark-Reliance LLC
United States	DURASTAR	77/073,156	12/29/2006	3,305,874	10/9/2007	Registered	Clark-Reliance LLC
United States	ENDURATRAP	73/301,991	3/23/1981	1,217,309	11/23/1982	Registered	Clark-Reliance LLC
United States	ERNST FLOW INDUSTRIES	88/305,838	2/18/2019	6,016,456	3/24/2020	Registered	Ernst Flow Industries, LLC
United States	EYE-HYE	71/529,694	7/26/1947	507,810	3/22/1949	Registered	Clark-Reliance LLC
United States	FIBER LEVEL	73/667,719	6/22/1987	1,498,377	8/2/1988	Registered	Clark-Reliance LLC
United States	HYCOA	86/675,565	6/26/2015	5,006,050	7/26/2016	Registered	Clark-Reliance LLC
United States	JACOBY-TARBOX	74/227,274	12/2/1991	1,721,610	10/6/1992	Registered	Clark-Reliance LLC
United States	JERGUSON	75/112,540	5/31/1996	2,124,926	12/30/1997	Registered	Clark-Reliance LLC
United States	JERGUSON (WORD MARK)	87/908,359	5/4/2018	5,707,956	3/26/2019	Registered	Clark-Reliance LLC
United States	LEVALARM	71/555,017	4/19/1948	516,550	10/18/1949	Registered	Clark-Reliance LLC
United States	MAGNE-SONICS	86/675,567	6/26/2015	4,895,224	2/2/2016	Registered	Clark-Reliance LLC
United States	MAGNICATOR	73/123,006	4/15/1977	1,117,147	5/1/1979	Registered	Clark-Reliance LLC
United States	NIGHTSTAR	77/073,160	12/29/2006	3,305,876	10/9/2007	Registered	Clark-Reliance LLC
United States	OFS DESIGN	76/681,967	9/17/2007	3,433,778	5/27/2008	Registered	Oil Filtration Systems, LLC
United States	OFS DESIGN	76/681,970	9/17/2007	3,433,779	5/27/2008	Registered	Oil Filtration Systems, LLC
United States	OFS DESIGN	76/681,966	9/17/2007	3,497,529	9/9/2008	Registered	Oil Filtration Systems, LLC
United States	OFS DESIGN	76/681,969	9/17/2007	3,497,531	9/9/2008	Registered	Oil Filtration Systems, LLC
United States	OIL FILTRATION SYSTEMS, INC. & OFS DESIGN	76/681,961	9/17/2007	3,497,527	9/9/2008	Registered	Oil Filtration Systems, LLC

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
United States	OIL FILTRATION SYSTEMS, INC. & OFS DESIGN	76/681,965	9/17/2007	3,497,528	9/9/2008	Registered	Oil Filtration Systems, LLC
United States	OIL FILTRATION SYSTEMS, INC. & OFS DESIGN	76/681,968	9/17/2007	3,497,530	9/9/2008	Registered	Oil Filtration Systems, LLC
United States	OIL FILTRATION SYSTEMS, INC. & OFS DESIGN	76/681,971	9/17/2007	3,497,532	9/9/2008	Registered	Oil Filtration Systems, LLC
United States	PHAETON	77/706,441	4/3/2009	3,701,314	10/27/2009	Registered	Clark-Reliance LLC
United States	RELIANCE	71/529,693	7/26/1947	504,578	12/7/1948	Registered	Clark-Reliance LLC
United States	RELIANCE	71/529,698	7/26/1947	504,764	12/14/1948	Registered	Clark-Reliance LLC
United States	SIMPLIPOINT	72/144,980	5/18/1962	744,448	1/29/1963	Registered	Clark-Reliance LLC
United States	TILTVIEW	71/529,696	7/26/1947	505,195	12/28/1948	Registered	Clark-Reliance LLC
United States	TRU-SAN	74/253,992	3/10/1992	1,838,984	6/7/1994	Registered	Clark-Reliance LLC
United States	TWIP	74/548,571	7/11/1994	1,905,511	7/18/1995	Registered	Clark-Reliance LLC
United States	UNI SHIELD	75/551,864	9/11/1998	2,307,276	1/11/2000	Registered	Clark-Reliance LLC
United States	UNIGLAS	73/455,323	12/2/1983	1,310,893	12/25/1984	Registered	Clark-Reliance LLC
United States	UNI-SAN	74/254,175	3/10/1992	1,866,226	12/6/1994	Registered	Clark-Reliance LLC
Canada	ENDURATRAP	493,799	10/22/1982	298,156	12/14/1984	Registered	Clark-Reliance LLC
Canada	RELIANCE	230,925	6/16/1955	106,565	5/10/1957	Registered	Clark-Reliance LLC
Canada	EYE-HYE	230,453	5/19/1955	113,361	2/27/1959	Registered	Clark-Reliance LLC
Canada	JERGUSON	373,172	3/7/1974	204,939	1/31/1975	Registered	Clark-Reliance LLC
Canada	NFS & DESIGN	1,091,914	2/7/2001	585,284	7/16/2003	Registered	Clark-Reliance LLC
Canada	NATIONAL FILTRATION SYSTEMS, INC.	1,091,915	2/7/2001	585,393	7/16/2003	Registered	Clark-Reliance LLC