

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Strahman Valves, Inc.		06/09/2023	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, As Agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5459496	DIRECT DIFFUSE	
<b>Registration Number:</b>	2244730	HYDRO-PRO 150	
<b>Registration Number:</b>	3729847	KWIK CLEAN 3	
<b>Registration Number:</b>	4061065	PIVOT PRO	
<b>Registration Number:</b>	5987274	STRAHMAN	
<b>Registration Number:</b>	6763260	STRAHMAN	
<b>Registration Number:</b>	4354988	VARI-SPRAY	
<b>Registration Number:</b>	4925544	HYDROSWIVEL	
<b>Registration Number:</b>	4819192	HYDROSWIVEL SWEEPER	
<b>Serial Number:</b>	97476721	VARISCREEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	13129932622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		

CH \$265.00 5459496

<b>ATTORNEY DOCKET NUMBER:</b>	057121-0658
<b>NAME OF SUBMITTER:</b>	Gayle D Grocke
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	06/09/2023

**Total Attachments: 5**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of June 9, 2023 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Antares Capital LP, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among by and among FCH Intermediate Holdings, Inc., a Delaware corporation, as Holdings I (“**Holdings I**”), FCH Intermediate II Holdings, Inc., a Delaware corporation, as Holdings II (“**Holdings II**”), Flow Control Solutions, Inc., a Delaware corporation, as the Borrower (“**Lead Borrower**”), Flow Control Solutions II, Inc., a Delaware corporation, as Co-Borrower (the “**Co-Borrower**”), the Lenders party thereto from time to time and the Agent.

### WITNESSETH:

WHEREAS, the Grantor is party to that certain First Lien Guarantee and Collateral Agreement, dated as of March 31, 2022 (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 continue to provide financial accommodations under the Credit 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 Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit 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.

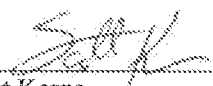
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

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

**GRANTOR:**

**STRAHMAN VALVES, INC.**

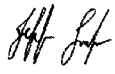
By:   
Name: Scott Kerns  
Title: President

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008096 FRAME: 0161**

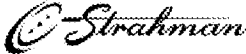
AGREED AND ACCEPTED  
as of the date first written above:

**ANTARES CAPITAL LP,**  
as Agent

By:   
Name: Jeffrey Lorefice  
Title: Duly Authorized Signatory

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Application Number/ Application Date</u></b>	<b><u>Registration Number/ Registration Date/</u></b>
DIRECT DIFFUSE	86887037 01/26/2016	5459496 05/01/2018
HYDRO-PRO 150	75480218 05/06/1998	2244730 05/11/1999
KWIK CLEAN 3	77655158 01/23/2009	3729847 12/22/2009
PIVOT PRO	85100094 08/24/2010	4061065 11/22/2011
STRAHMAN	87909994 05/07/2018	5987274 02/18/2020
STRAHMAN and design 	90171866 09/10/2020	6763260 06/21/2022
VARI-SPRAY	85564381 03/08/2012	4354988 06/18/2013
HYDROSWIVEL	86613969 04/29/2015	4925544 03/29/2016
HYDROSWIVEL SWEEPER	86324060 06/30/2014	4819192 09/22/2015
VARISCREEN	97476721 06/27/2022	Pending