

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM843851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARRINGTON INDUSTRIAL PLASTICS LLC		10/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as the Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6045476	HARRINGTON	
Registration Number:	6045471	HARRINGTON PROCESS SOLUTIONS	
Registration Number:	4694978	HARRINGTON PURE	
Registration Number:	4702911	HARRINGTON	
Registration Number:	4722614	HARRINGTON	
Registration Number:	3135299	HARRINGTON INDUSTRIAL PLASTICS	
Registration Number:	5373843	FLUI-PRO VALVES	
Registration Number:	5373844	FLUI-PRO VALVES	
Registration Number:	5582143	HYDRANTI	
Registration Number:	5608348	EVERWAVE FILTRATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$265.00 6045476

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2146029 TM 1L

NAME OF SUBMITTER: Leanne Honig

SIGNATURE: /Leanne Honig/

DATE SIGNED: 10/05/2023

Total Attachments: 5

source=#97391628v1 - (Pacific - First Lien Trademark Security Agreement Executed)
(Coversheet)(97394575.1)#page2.tif

source=#97391628v1 - (Pacific - First Lien Trademark Security Agreement Executed)
(Coversheet)(97394575.1)#page3.tif

source=#97391628v1 - (Pacific - First Lien Trademark Security Agreement Executed)
(Coversheet)(97394575.1)#page4.tif

source=#97391628v1 - (Pacific - First Lien Trademark Security Agreement Executed)
(Coversheet)(97394575.1)#page5.tif

source=#97391628v1 - (Pacific - First Lien Trademark Security Agreement Executed)
(Coversheet)(97394575.1)#page6.tif

FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of October 5, 2023 (this "Agreement"), is made by HARRINGTON INDUSTRIAL PLASTICS LLC, a Delaware limited liability company (the "Grantor"), in favor of Goldman Sachs Specialty Lending Group, L.P., as the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of October 5, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE HIPH Intermediate, Inc., a Delaware corporation ("Holdings"), BCPE HIPH Parent, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Goldman Sachs Specialty Lending Group, L.P., as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any other Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the First Lien Security Agreement, dated as of October 5, 2023 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted 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 all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks to the extent owned by the Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Trademarks Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of the Grantor under this First Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) 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 terms of the Security Agreement, the terms of the Security Agreement shall govern.

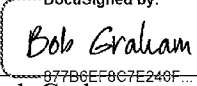
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HARRINGTON INDUSTRIAL PLASTICS LLC,
as a Grantor

DocuSigned by:

By: _____
Name: Bob Graham
Title: President and Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008218 FRAME: 0800

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as the Collateral Agent**

A handwritten signature in black ink, appearing to read 'Greg Watts', is positioned above the typed name and title.

By:

Name: Greg Watts




Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 008218 FRAME: 0801**

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
HARRINGTON	88414401	5/3/2019	6045476	5/5/2020
HARRINGTON PROCESS SOLUTION	88411363	5/1/2019	6045471	5/5/2020
HARRINGTON PURE and Design 	86311854	6/17/2014	4694978	3/3/2015
HARRINGTON	86315853	6/20/2014	4702911	3/17/2015
HARRINGTON	86315906	6/20/2014	4722614	4/21/2015
HARRINGTON INDUSTRIAL PLASTICS and Design 	78604768	4/8/2005	3135299	8/29/2006
FLUI-PRO VALVES	87455201	5/18/2017	5373843	1/9/2018
FLUI-PRO VALVES and Design 	87455210	5/18/2017	5373844	1/9/2018
HYDRANTI	87642856	10/12/2017	5582143	10/9/2018
EVERWAVE FILTRATION	87642847	10/12/2017	5608348	11/13/2018