

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIRCOR Aerospace, Inc.		10/18/2023	Corporation: DELAWARE
CIRCOR International, Inc.		10/18/2023	Corporation: DELAWARE
CIRCOR Pumps North America, LLC		10/18/2023	Limited Liability Company: DELAWARE
DeltaValve, LLC		10/18/2023	Limited Liability Company: DELAWARE
TapcoEnpro, LLC		10/18/2023	Limited Liability Company: DELAWARE
CIRCOR NAVAL SOLUTIONS, LLC		10/18/2023	Limited Liability Company: DELAWARE
CIRCOR PRECISION METERING, LLC		10/18/2023	Limited Liability Company: DELAWARE
Leslie Controls, Inc.		10/18/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION, as collateral agent
<b>Street Address:</b>	245 PARK AVENUE
<b>Internal Address:</b>	44TH FLOOR
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
<b>Registration Number:</b>	0628527	CIRCLE SEAL
<b>Registration Number:</b>	0682409	CIRCLE SEAL
<b>Registration Number:</b>	0966392	
<b>Registration Number:</b>	0817251	DYNAFLOW
<b>Registration Number:</b>	7003031	AERODYNE CONTROLS
<b>Registration Number:</b>	4109679	CIRCOR SELECT
<b>Registration Number:</b>	4238547	CIRCOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4238548	CIRCOR
Registration Number:	4335806	ECO PILOT
Registration Number:	1166147	WARREN
Registration Number:	674143	ZENITH
Registration Number:	1133502	ZENITH
Registration Number:	1111207	GTS
Registration Number:	1188384	CIG
Registration Number:	1958259	IMO
Registration Number:	2647835	DELTAWEDGE
Registration Number:	2548931	DELTADISC
Registration Number:	2878539	DELTA GUARD
Registration Number:	3002662	DELTA GLIDE
Registration Number:	4036734	DELTA VALVE
Registration Number:	6230287	CENTERFEED
Registration Number:	1997806	AEROFLOW
Registration Number:	958134	LESLIE
Registration Number:	580899	LESLIE
Registration Number:	583267	LESLIE
Registration Number:	560044	LESLIE
Registration Number:	4217187	LESLIE
Registration Number:	904155	LESLIE AIRMATE
Registration Number:	932171	LESLIE AIRMATE
Registration Number:	808856	LESLIE-CONSTANTEMP
Registration Number:	975916	LES-SONIC
Registration Number:	976228	LES-SONIC
Registration Number:	1308620	LES-SONIC
Registration Number:	1474839	SOLI-CON
Registration Number:	1087662	FIRE-CIDE
Registration Number:	2730852	BOLT-LESS SLIDE VALVE

#### 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.*

**Phone:** 2028357507

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K St. NW

**Address Line 2:** Suite 1100

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	37287.00096
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	10/20/2023
<b>Total Attachments: 8</b> source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page1.tif source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page2.tif source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page3.tif source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page4.tif source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page5.tif source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page6.tif source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page7.tif source=9c. Grant of Security Interest in Trademark Rights - Sahara (Executed)#page8.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 18, 2023, is made by CIRCOR Aerospace, Inc., a Delaware corporation (“Aerospace”), CIRCOR International, Inc., a Delaware corporation (“International”), CIRCOR Pumps North America, LLC, a Delaware limited liability company (“Pumps”), DeltaValve, LLC, a Delaware limited liability company (“DeltaValve”), TapcoEnpro, LLC, a Delaware limited liability company (“TapcoEnpro”), CIRCOR NAVAL SOLUTIONS, LLC, a Delaware limited liability company (“Naval”), CIRCOR PRECISION METERING, LLC, a Delaware limited liability company (“Precision”) and Leslie Controls, Inc., a Delaware corporation (“Leslie”, together with Aerospace, International, Pumps, DeltaValve, TapcoEnpro, Naval and Precision, each, a “Grantor” and collectively, the “Grantors”), in favor of ARES CAPITAL CORPORATION, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CUBE INTERMEDIATE 2 LLC, a Delaware limited liability company (“Parent Holdings”), CUBE PARENT, INC., a Delaware corporation (“Intermediate Holdings” and, together with Parent Holdings, “Holdings”), CUBE INDUSTRIALS BUYER, INC., a Delaware corporation (the “Industrials Borrower”), CUBE A&D BUYER, INC., a Delaware corporation (the “A&D Borrower” and together with Industrials Borrower, the “Parent Borrowers”), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Parent Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of October 18, 2023, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Parent Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and 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 Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks 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 "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such 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 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 each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

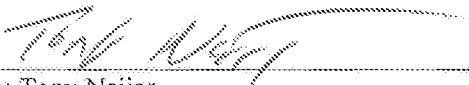
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, as applicable, the terms and 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

**6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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.

**CIRCOR INTERNATIONAL, INC.**

By: 

Name: Tony Najjar

Title: President and Chief Executive Officer

**TAPCOENPRO, LLC**

**DELTAVALVE, LLC**

**CIRCOR PRECISION METERING, LLC**

**CIRCOR PUMPS NORTH AMERICA, LLC**

**LESLIE CONTROLS, INC.**

By: \_\_\_\_\_

Name: Forrest Tiedeman

Title: Treasurer

**CIRCOR NAVAL SOLUTIONS, LLC**

**CIRCOR AEROSPACE, INC.**

By: \_\_\_\_\_

Name: Forrest Tiedeman

Title: Assistant Treasurer

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.

**CIRCOR INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Tony Najjar  
Title: President and Chief Executive Officer

**TAPCOENPRO, LLC**  
**DELTAVALVE, LLC**  
**CIRCOR PRECISION METERING, LLC**  
**CIRCOR PUMPS NORTH AMERICA, LLC**  
**LESLIE CONTROLS, INC.**

By: Forrest S. Tiedeman  
Name: Forrest Tiedeman  
Title: Treasurer

**CIRCOR NAVAL SOLUTIONS, LLC**  
**CIRCOR AEROSPACE, INC.**

By: Forrest S. Tiedeman  
Name: Forrest Tiedeman  
Title: Assistant Treasurer

**ARES CAPITAL CORPORATION**, as Collateral  
Agent

By:  \_\_\_\_\_

Name: Mark Affolter

Title: Authorized Signatory



# SCHEDULE A

## U.S. Trademarks and Applications

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
CIRCLE SEAL	United States of America	71/695,698	Oct 3, 1955	628527	Jun 12, 1956	Registered	CIRCOR Aerospace, Inc.
CIRCLE SEAL and Design	United States of America	71/587,335	Nov 4, 1949	682409	Jul 28, 1959	Registered	CIRCOR Aerospace, Inc.
Design of Seal	United States of America	72/407,874	Nov 17, 1971	966,392	Aug 21, 1973	Registered	CIRCOR Aerospace, Inc.
DYNAFLOW	United States of America	72/227,666	Sep 13, 1965	817,251	Oct 25, 1966	Registered	CIRCOR Aerospace, Inc.
AERODYNE CONTROLS	United States of America	90621107	Apr 2, 2021	7003031	Mar 21, 2023	Registered	CIRCOR Aerospace, Inc.
CIRCOR SELECT	United States of America	85/108,259	Aug 16, 2010	4,109,679	Mar 6, 2012	Registered	CIRCOR International, Inc.
CIRCOR Stylized and Design	United States of America	85/322,085	May 16, 2011	4,238,547	Nov 6, 2012	Registered	CIRCOR International, Inc.
CIRCOR Stylized and Design	United States of America	85/322,094	May 16, 2011	4,238,548	Nov 6, 2012	Registered	CIRCOR International, Inc.
ECO PILOT (Stylized/Design)	United States of America	85/495,075	Dec 14, 2011	4,335,806	May 14, 2013	Registered	CIRCOR International, Inc.
WARREN	United States of America	73/239,643	Nov 19, 1979	1166147	Aug 25, 1981	Registered	CIRCOR NAVAL SOLUTIONS, LLC
ZENITH	United States of America	72/052,994	Jun 5, 1958	674143	Feb 17, 1959	Registered	CIRCOR PRECISION METERING, LLC
ZENITH	United States of America	73/186,595	Sep 22, 1978	1133502	Apr 22, 1980	Registered	CIRCOR PRECISION METERING, LLC
GTS	United States of America	73/135,945	Aug 1, 1977	1111207	Jan 16, 1979	Registered	CIRCOR Pumps North America, LLC

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
CIG - wordmark	United States of America	73/266,481	Jun 16, 1980	1188384	Feb 2, 1982	Registered	CIRCOR Pumps North America, LLC
IMO	United States of America	74/473,808	Dec 22, 1993	1958259	Feb 27, 1996	Registered	CIRCOR Pumps North America, LLC
DELTAWEDGE	United States of America	75/895,789	Dec 28, 1999	2,647,835	2002-11-12	Registered	Delta Valve, LLC
DELTADISC	United States of America	75/895,747	Dec 28, 1999	2,548,931	2002-03-19	Registered	Delta Valve, LLC
DELTA GUARD	United States of America	76/493,355	Feb 27, 2003	2,878,539	2004-08-31	Registered	Delta Valve, LLC
DELTA GLIDE	United States of America	78/279,167	Jul 25, 2003	3,002,662	2005-09-27	Registered	Delta Valve, LLC
DELTA VALVE	United States of America	77/801,656	Aug 11, 2009	4,036,734	2011-10-11	Registered	Delta Valve, LLC
CENTERFEED	United States of America	88/369,514	Apr 3, 2019	6,230,287	2020-12-22	Registered	Delta Valve, LLC
AEROFLOW	United States of America	74479663	Jan 14, 1994	1997806	Sep 3, 1996	Registered	Leslie Controls, Inc.
LESLIE (Stylized)	United States of America	72/376,926	Nov 23, 1970	958134	May 1, 1973	Registered	Leslie Controls, Inc.
LESLIE (Stylized)	United States of America	71/600,543	Jul 12, 1950	580899	Oct 13, 1953	Registered	Leslie Controls, Inc.
LESLIE (Stylized)	United States of America	71/600,542	Jul 12, 1950	583267	Dec 8, 1953	Registered	Leslie Controls, Inc.
LESLIE (stylized)	United States of America	71/537,597	Oct 11, 1947	560044	Jun 17, 1952	Registered	Leslie Controls, Inc.
LESLIE (Stylized)	United States of America	85/535,892	Feb 7, 2012	4217187	Oct 2, 2012	Registered	Leslie Controls, Inc.

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
LESLIE AIRMATE (STYLIZED)	United States of America	72/352,643	Feb 27, 1970	904,155	Dec 15, 1970	Registered	Leslie Controls, Inc.
LESLIE AIRMATE and Design	United States of America	72/365,227	Jul 14, 1970	932,171	Apr 11, 1972	Registered	Leslie Controls, Inc.
LESLIE- CONSTANTEMP	United States of America	72/209,868	Jan 13, 1965	808856	May 24, 1966	Registered	Leslie Controls, Inc.
LES-SONIC	United States of America	72/441,035	Nov 13, 1972	975916	Jan 1, 1974	Registered	Leslie Controls, Inc.
LES-SONIC	United States of America	72/441,034	Nov 13, 1972	976,228	Jan 8, 1974	Registered	Leslie Controls, Inc.
LES-SONIC	United States of America	73/462,588	Jan 25, 1984	1,308,620	Dec 11, 1984	Registered	Leslie Controls, Inc.
SOLI-CON	United States of America	73/667100	Jun 18, 1987	1474839	Feb 2, 1988	Registered	Leslie Controls, Inc.
FIRE-CIDE	United States of America	73138699	Aug 24, 1977	1087662	Mar 21, 1978	Registered	Leslie Controls, Inc.
BOLT-LESS SLIDE VALVE	United States	75693512	Apr 29, 1999	2730852	Jun 24, 2003	Registered	TapcoEnpro, LLC

TRADEMARK

REEL: 008233 FRAME: 0579

RECORDED: 10/20/2023