

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZURN WATER, LLC		12/15/2023	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	5552209	ALAMERE SERIES
Registration Number:	4732771	AQUA-FIT
Registration Number:	1465341	AQUAFLUSH
Registration Number:	2767858	AQUA-GARD
Registration Number:	4368012	AQUAGREEN
Registration Number:	1867584	AQUA-PANEL
Registration Number:	1574708	AQUAPARTS
Registration Number:	1849188	AQUASENSE
Registration Number:	2096094	AQUASPEC
Registration Number:	2646569	AQUAVANTAGE
Registration Number:	2496277	AV
Registration Number:	3764439	BIO CARE
Registration Number:	5629058	CAMAYA SERIES
Registration Number:	3145591	CONTROL-FLO
Registration Number:	3212247	
Registration Number:	2801753	
Registration Number:	0994544	ECOLOTROL

OP \$1515.00 5552209

Property Type	Number	Word Mark
Registration Number:	3231524	ECOVANTAGE
Registration Number:	2263524	E-Z FLUSH
Registration Number:	4842374	EZCARRY
Registration Number:	4731857	EZR
Registration Number:	5558596	EZ-SET
Registration Number:	5197457	EZSWAP
Registration Number:	2977112	FLO THRU
Registration Number:	7069049	FLOFORCE
Registration Number:	2844715	FLO-THRU
Registration Number:	3235181	FLO-TROL
Registration Number:	5192184	FOG-CEPTOR
Registration Number:	2875600	FROET DRAIN
Registration Number:	5124656	FULMER SERIES
Registration Number:	4358496	GO BLUE
Registration Number:	7056264	HYDRO-X POWER
Registration Number:	2446454	INSUL GUARD
Registration Number:	2510324	METROFLUSH
Registration Number:	5576613	NACHI SERIES
Registration Number:	5311616	NACHI SERIES
Registration Number:	4660808	OMNI-FLO
Registration Number:	2122269	PERMA-TRENCH
Registration Number:	2245534	PRESSURE-TRU
Registration Number:	1866292	RETROFLUSH
Registration Number:	1893532	SANI-FLO
Registration Number:	5623311	SERIO SERIES
Registration Number:	4796163	SERIO SERIES
Registration Number:	3923175	SHOKTROL
Registration Number:	1926378	SIERRA
Registration Number:	3320733	STAB-LOCK
Registration Number:	5590888	SUNDARA
Registration Number:	2355665	TEMP-GARD
Registration Number:	1812858	TEMP-GARD
Registration Number:	5680920	TEMPREADY
Registration Number:	5629057	TEVIOT SERIES
Registration Number:	3389517	THE PINT
Registration Number:	2903889	TOP-SET
Registration Number:	0785827	WADE
Registration Number:	2932957	WILKINS

Property Type	Number	Word Mark
Registration Number:	5191627	Z-BITE
Registration Number:	5191628	Z-PRESS
Registration Number:	5352100	ZSHIELD
Serial Number:	90510330	BRIGHTSHIELD
Serial Number:	97494400	ONECORE

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2213528 TM 1
NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	12/18/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

(Trademarks, including Registrations, Applications and Licenses)

TRADEMARK SECURITY AGREEMENT dated as of December 15, 2023, between ZURN WATER, LLC, a Texas limited liability company (the "Grantor"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Administrative Agent and Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ZBS GLOBAL, INC. (formerly known as RBS GLOBAL, INC.), a Delaware corporation ("Holdings"), ZURN HOLDINGS, INC. a Delaware corporation ("Zurn Holdings"), ZURN LLC (formerly known as REXNORD LLC), a Delaware limited liability company ("Zurn") and ELKAY MANUFACTURING COMPANY, a Delaware corporation ("Elkay" and, together with Zurn Holdings and Zurn, the "Borrowers"), the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, are parties to that certain Fourth Amended and Restated First Lien Credit Agreement dated as of October 4, 2021 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) that certain Third Amended and Restated Guarantee and Collateral Agreement dated as of October 4, 2021 (as amended and/or supplemented from time to time, the "Guarantee and Collateral Agreement") among Holdings, the Borrowers, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent for the Secured Parties referred to therein (in such capacities, together with its successors in such capacities, the "Grantee") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrowers and secured such guarantee (the "Grantor's Secured Guarantee") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the 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 now owned or existing or hereafter acquired or arising:

(i) each Trademark, including, without limitation, each Trademark registration or application therefor referred to in Schedule 1 hereto;

(ii) each Trademark License, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Trademark (including, without limitation, any Trademark owned by the Grantor and identified in Schedule 1), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the 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 not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern.

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

ZURN WATER, LLC

By: 

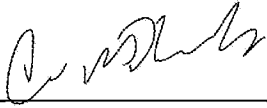
Name: Jeffrey J. LaValle

Title: Vice President, General
Counsel and Secretary

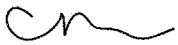
[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008291 FRAME: 0828

Acknowledged:
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Administrative Agent and Collateral Agent

By: 

Name: Vipul Dhadha
Title: Authorized Signatory

By: 

Name: Cassandra Droogan
Title: Authorized Signatory

**Schedule 1
to Trademark Security Agreement**

ZURN WATER, LLC

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
ALAMERE SERIES	5552209	28-AUG-2018
AQUA-FIT	4732771	05-MAY-2015
AQUAFLUSH	1465341	17-NOV-1987
AQUA-GARD	2767858	23-SEP-2003
AQUAGREEN	4368012	16-JUL-2013
AQUA-PANEL	1867584	13-DEC-1994
AQUAPARTS	1574708	02-JAN-1990
AQUASENSE	1849188	09-AUG-1994
AQUASPEC	2096094	09-SEP-1997
AQUAVANTAGE	2646569	05-NOV-2002
AV	2496277	09-OCT-2001
BIO CARE	3764439	23-MAR-2010
CAMAYA SERIES	5629058	11-DEC-2018
CONTROL-FLO	3145591	19-SEP-2006

<i>Design Only</i> 	3212247	27-FEB-2007
<i>Design Only</i> 	2801753	06-JAN-2004
ECOLOTROL	0994544	01-OCT-1974
ECOVANTAGE	3231524	17-APR-2007
E-Z FLUSH	2263524	20-JUL-1999
EZCARRY	4842374	27-OCT-2015
EZR	4731857	05-MAY-2015
EZ-SET	5558596	11-SEP-2018
EZSWAP	5197457	02-MAY-2017
FLO THRU 	2977112	26-JUL-2005
FLOFORCE	7069049	30-MAY-2023
FLO-THRU	2844715	25-MAY-2004
FLO-TROL	3235181	24-APR-2007

FOG-CEPTOR	5192184	25-APR-2017
FROET DRAIN	2875600	17-AUG-2004
FULMER SERIES	5124656	17-JAN-2017
GO BLUE	4358496	25-JUN-2013
HYDRO-X POWER	7056264	16-MAY-2023
INSUL GUARD	2446454	24-APR-2001
METROFLUSH	2510324	20-NOV-2001
NACHI SERIES	5576613	02-OCT-2018
NACHI SERIES	5311616	17-OCT-2017
OMNI-FLO	4660808	23-DEC-2014
PERMA-TRENCH	2122269	16-DEC-1997
PRESSURE-TRU	2245534	18-MAY-1999
RETROFLUSH	1866292	06-DEC-1994
SANI-FLO	1893532	09-MAY-1995
SERIO SERIES	5623311	04-DEC-2018
SERIO SERIES	4796163	18-AUG-2015
SHOKTROL	3923175	22-FEB-2011
SIERRA	1926378	10-OCT-1995
STAB-LOCK	3320733	23-OCT-2007
SUNDARA	5590888	23-OCT-2018
TEMP-GARD	2355665	06-JUN-2000

TEMP-GARD	1812858	21-DEC-1993
TEMPREADY	5680920	19-FEB-2019
TEVIOT SERIES	5629057	11-DEC-2018
THE PINT	3389517	26-FEB-2008
TOP-SET	2903889	16-NOV-2004
WADE	0785827	02-MAR-1965
WILKINS	2932957	15-MAR-2005
Z-BITE	5191627	25-APR-2017
Z-PRESS	5191628	25-APR-2017
ZSHIELD	5352100	05-DEC-2017

TRADEMARK APPLICATIONS

BRIGHTSHIELD	90510330	04-FEB-2021
ONECORE	97494400	08-JUL-2022

TRADEMARK LICENSES

None.