

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.F. HUDGINS, INCORPORATED		09/05/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AMEGY BANK NATIONAL ASSOCIATION		
Street Address:	4400 Post Oak Parkway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0798526	AUTOCATOR	
Serial Number:	76648167	GRIDSWITCH	
Registration Number:	3857307	POSI-LOCK	
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:	7132261200		
Email:	tevenbly@lockelord.com		
Correspondent Name:	Theresa M. Evenbly, ACP/ Locke Lord LLP		
Address Line 1:	600 Travis, Suite 2800		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	0014347-00100		
NAME OF SUBMITTER:	Theresa M. Evenbly		
SIGNATURE:	/Theresa M. Evenbly, ACP/		
DATE SIGNED:	09/10/2014		
Total Attachments: 6			
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AMENDMENT TO SECURITY AGREEMENT
(Subsidiaries)

THIS AMENDMENT TO SECURITY AGREEMENT ("Amendment") dated as of September 5, 2014 (the "Amendment Effective Date") is made and entered into by and between T.F. HUDGINS, INCORPORATED, a Texas corporation ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent ("Administrative Agent") for the financial institutions now or hereafter party to the Credit Agreement (hereinafter defined).

RECITALS:

Reference is hereby made to that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") dated as of December 31, 2012 among T.F. HUDGINS HOLDINGS, INC., a Texas corporation, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), AMEGY BANK NATIONAL ASSOCIATION, as Administrative Agent.

Reference is hereby further made to that certain Security Agreement dated as of December 31, 2012 executed by Debtor in favor of Administrative Agent (as the same may be amended, supplemented, restated or replaced from time to time, the "Security Agreement").

Debtor and Administrative Agent have agreed, on the terms and conditions herein set forth, that the Security Agreement be amended in certain respects;

NOW, THEREFORE, IT IS AGREED:

Section 1. Definitions. Terms used herein which are defined in the Credit Agreement shall have the same meanings when used herein unless otherwise provided herein.

Section 2. Amendment to the Security Agreement.

(a) On and after the Amendment Effective Date, Exhibit A to the Security Agreement shall be amended to read in its entirety as set forth on Exhibit A hereto.

(b) On and after the Amendment Effective Date, Exhibit B to the Security Agreement shall be amended to read in its entirety as set forth on Exhibit B hereto.

Section 3. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) except as expressly set forth herein, prejudice any right or rights which the Lenders may now have or may have in the future under or in connection with the Credit Agreement, the Loan Documents or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Credit Agreement, the Notes, the Security Documents and any other Loan Documents or any other documents or instruments

executed in connection with any of the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 4. Governing Law. This Amendment and the rights and obligations of the parties hereunder and under the Credit Agreement shall be construed in accordance with and be governed by the laws of the State of Texas and the United States of America.

Section 5. Descriptive Headings, etc. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6. Entire Agreement. This Amendment and the documents referred to herein represent the entire understanding of the parties hereto regarding the subject matter hereof and supersede all prior and contemporaneous oral and written agreements of the parties hereto with respect to the subject matter hereof, including, without limitation, any commitment letters regarding the transactions contemplated by this Amendment.

Section 7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument.

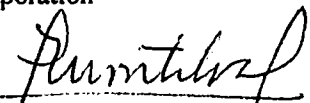
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized offices as of the date first above written.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE §26.02

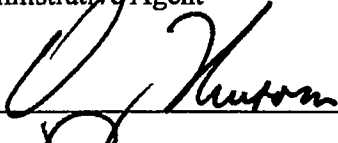
THIS AMENDMENT AND ALL OTHER LOAN DOCUMENTS EXECUTED BY ANY OF THE PARTIES BEFORE OR SUBSTANTIALLY CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF TOGETHER CONSTITUTE A WRITTEN LOAN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

T.F. HUDGINS, INCORPORATED,
a Texas corporation

By: 
Name: LUIS MONTILVA
Title: VICE PRESIDENT - C.F.O.

[Signature Page for Amendment to Subsidiary Security Agreement]

AMEGY BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: _____
Title: **Jeremy A. Newsom**
Senior Vice President

[Signature Page for Amendment to Subsidiary Security Agreement]

TRADEMARK
REEL: 005360 FRAME: 0374

EXHIBIT A

Trademarks, Copyrights and Patents

TRADEMARKS AND TRADEMARK LICENSES

T.F. HUDGINS, INCORPORATED:

U.S. Trademark Reg No. 798,526 (Autocator) accepted and filed Feb 25, 1971

Spinner II Registration number 298,495 Reference R2-98495 Canadian Trademark

Gridswitch Ser No. 76-648,167 Filed 10-7-2005

“Posi-Lock”, Reg. No. 3,857,307, registered in the United States of America Patent and Trademark Office on October 5, 2010.

COPYRIGHTS AND COPYRIGHT LICENSES

None

PATENTS AND PATENT LICENSES

T.F. HUDGINS, INCORPORATED:

High Pressure Lubricating System U.S. Pat. App. Ser. No. 61/146,224 filed Jan 21, 2009

Demountable Filter Element U.S. Ser No. 5,643,448 T&N reference ILH 2434

S&L File 20199-A USA Issue date 7/1/1997

EXHIBIT B

(Equity Interests)

A. Stock

<u>Issuer</u>	<u>Owner</u>	<u>% of Shares Owned</u>
T. F. Hudgins De Venezuela, C.A.	T.F. Hudgins, Incorporated	100%
T. F. HUDGINS, AUSTRALIA, PTY. LIMITED	T.F. Hudgins, Incorporated	100%
Jamison Products (Europe) Limited (United Kingdom)	T.F. Hudgins, Incorporated	

For the avoidance of doubt, an Excluded Asset includes the outstanding Equity Interests in the above Foreign Subsidiaries in excess of 66% of issued and outstanding Equity Interests of such Foreign Subsidiary.

B. Non-Corporate Entities

T.F. Hudgins, Incorporated:

50% interest in T.F. Hudgins Valve Services, LLC