

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Material Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Schenck Process LLC		07/11/2016	Limited Liability Company: KANSAS
Stock Equipment Company, Inc.		07/11/2016	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust (London) Limited
<b>Street Address:</b>	Third Floor, 1 King's Arms Yard
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2R 7AF
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	1263966	ACCURATE
Registration Number:	3293891	ACCURATE
Registration Number:	2739438	SACMASTER
Registration Number:	2157122	CDP
Registration Number:	4191143	E-FINITY
Registration Number:	1998957	FLO-LINE
Registration Number:	2261750	FLO-TRONICS
Registration Number:	1168945	MAC
Registration Number:	1919524	MAC
Registration Number:	2248609	MAC
Registration Number:	3769167	MAC BAGHOUSE SERVICES
Registration Number:	3812112	MAC BAGHOUSE SERVICES EFFICIENT CLEAN AI
Registration Number:	1898810	MAC ENVIRONMENTAL
Registration Number:	3752989	MAC EQUIPMENT
Registration Number:	3905323	MAC SPACESAVER
Registration Number:	2610612	MAC2FLO
Registration Number:	1967356	MACTIFLO

CH \$615.00 1263966

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4656475	MCF POWERSAVER
Registration Number:	3187266	POLIPLEET
Registration Number:	2334120	POLY-PLEAT
Registration Number:	0752021	SEMCO
Registration Number:	3321210	VMAC
Registration Number:	1569247	STOCK
Registration Number:	2033593	STOCK

**CORRESPONDENCE DATA**

**Fax Number:** 2127288111  
*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:** 2127288000  
**Email:** ipdept@willkie.com  
**Correspondent Name:** Kim Walker c/o Willkie Farr & Gallagher  
**Address Line 1:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	118730.00005
<b>NAME OF SUBMITTER:</b>	Kim A. Walker
<b>SIGNATURE:</b>	/kaw-907/
<b>DATE SIGNED:</b>	07/12/2016

**Total Attachments: 7**

- source=Schenck - Trademark Security Agreement - Executed(16028330\_1\_EU-DOCS)#page1.tif
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## GRANT OF SECURITY INTEREST IN MATERIAL TRADEMARKS

This Grant of Security Interest in Material Trademarks (the “**Trademark Grant**”), dated July 11, 2016, is between Schenck Process LLC, a Kansas limited liability company (“**Process**”), Stock Equipment Company, Inc., a Delaware corporation (“**Equipment**”, and together with Process, “**Security Providers**”, and each individually a “**Security Provider**”) and Wilmington Trust (London) Limited (the “**Security Agent**”).

WHEREAS the Security Providers own certain rights in Material Trademarks as specifically listed in the attached Schedule A;

WHEREAS the Security Providers and the Security Agent are parties to a security agreement dated as of July 11, 2016 (the “**Security Agreement**”; all capitalized terms not defined herein shall have the meaning assigned to such terms in the Security Agreement) and all ancillary documents entered into in connection with such Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the “**Loan Documents**”);

WHEREAS pursuant to the terms of the Security Agreement, the Security Providers have granted to the Security Agent a security interest in and to all of the Security Providers’ right, title and interest in and to the Material Trademarks whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Material Trademarks, to secure the Secured Liabilities;

NOW, THEREFORE, in consideration of the premises contained herein, the Security Providers agree with the Security Agent as follows:

To secure the complete and timely satisfaction of the Secured Liabilities, the Security Providers hereby grant and convey to the Security Agent a continuing security interest in and lien on all of the Security Providers’ right, title and interest in and to all Material Trademarks listed on Schedule A hereto (as may be amended from time to time) and the proceeds thereof (such as, by way of example, license royalties and proceeds of infringements, all rights corresponding thereto throughout the world) and all reissues, divisions, continuations, reexaminations, substitutions, renewals, extensions and continuations-in-part thereof. The Security Agent is authorized to file this Agreement with the PTO or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents.

Notwithstanding anything to the contrary herein, in no event shall Material Trademarks include any application for registration of a Material Trademark filed with the PTO on an intent-to-use basis to the extent an assignment of such applied for registration would void or invalidate such application, until such time (if any) that a verified statement of use (or the equivalent) for such Material Trademark is filed with and accepted by the PTO at which time such Material Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder.

**SIGNATORIES**

**Security Providers:**

**Stock Equipment Company, Inc.**

By: 

Name: Brian Westendorf

Title: Assistant Secretary

**Schenck Process LLC**

By:

Name: Rob Spaedy

Title: Chief Financial Officer, Treasurer & Secretary

**Security Agent:**

**Wilmington Trust (London) Limited**

By:

Title:

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005834 FRAME: 0304**

**SIGNATORIES**

**Security Providers:**

**Stock Equipment Company, Inc.**

By:

Name: Brian Westendorf

Title: Assistant Secretary

**Schenck Process LLC**

By: *Rob Spady*

Name: Rob Spady

Title: Chief Financial Officer, Treasurer & Secretary

**Security Agent:**

**Wilmington Trust (London) Limited**

By:

Title:

**SIGNATORIES**

**Security Providers:**

**Stock Equipment Company, Inc.**

By:

Title:

**Schenck Process LLC**

By:

Title:

**Security Agent:**

**Wilmington Trust (London) Limited**

By:

Title:



**Paul Barton  
Director**

[Trademark Security Agreement]

**Schedule A**

**Material Trademarks**

<b>Jurisdiction</b>	<b>Registration/(Application) Number</b>	<b>Trademark</b>	<b>Owner</b>
U.S.	1,263,966	ACCURATE and Design	SCHENCK PROCESS LLC
U.S.	3,293,891	ACCURATE	SCHENCK PROCESS LLC
U.S.	2,739,438	SACMASTER	SCHENCK PROCESS LLC
U.S.	2,157,122	CDP	SCHENCK PROCESS LLC
U.S.	4,191,143	E-FINITY	SCHENCK PROCESS LLC
U.S.	1,998,957	FLO-LINE	SCHENCK PROCESS LLC
U.S.	2,261,750	FLO-TRONICS	SCHENCK PROCESS LLC
U.S.	1,168,945	MAC	SCHENCK PROCESS LLC
U.S.	1,919,524	MAC and Design	SCHENCK PROCESS LLC
U.S.	2,248,609	MAC and Design	SCHENCK PROCESS LLC
U.S.	3,769,167	MAC BAGHOUSE SERVICES	SCHENCK PROCESS LLC

U.S.	3,812,112	MAC BAGHOUSE SERVICES EFFICIENT CLEAN AIR SOLUTIONS and Design	SCHENCK PROCESS LLC
U.S.	1,898,810	MAC ENVIRONMENTAL	SCHENCK PROCESS LLC
U.S.	3,752,989	MAC EQUIPMENT and Design	SCHENCK PROCESS LLC
U.S.	3,905,323	MAC SPACESAVER	SCHENCK PROCESS LLC
U.S.	2,610,612	MAC2FLO	SCHENCK PROCESS LLC
U.S.	1,967,356	MACTIFLO	SCHENCK PROCESS LLC
U.S.	4,656,475	MCF POWERSAVER	SCHENCK PROCESS LLC
U.S.	3,187,266	POLIPLEET	SCHENCK PROCESS LLC
U.S.	2,334,120	POLY-PLEAT	SCHENCK PROCESS LLC
U.S.	752,021	SEMCO	SCHENCK PROCESS LLC
U.S.	3,321,210	VMAC	SCHENCK PROCESS LLC
U.S.	1,569,247	STOCK	STOCK EQUIPMENT COMPANY, INC.



U.S.	2,033,593	STOCK (Stylized)	STOCK EQUIPMENT COMPANY, INC.
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