

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunnen Products Company		03/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	1401 S. Brentwood Blvd.		
Internal Address:	2nd Floor		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1747978	SUNNEN	
Registration Number:	0871097	SUNNEN	
Registration Number:	0580162	SUNNEN	
Registration Number:	0515264	SUNNEN	
Registration Number:	0678055	SUNNEN	
Registration Number:	0552777	SUNNEN HONALL	
Registration Number:	2299995	SUNNEN BUSINESS PARK	
Registration Number:	2199563	K20NM35	
Registration Number:	2199564	P28NM37	
Registration Number:	1163327	MB-30	
Registration Number:	2359273	GH	
Registration Number:	1776258	KROSSGRINDING	
Registration Number:	1126665	SINGLE STROKE HONING	
CORRESPONDENCE DATA			
Fax Number:	3144447697		
<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:	3144447697		

OP \$340.00 1747978

Email: sgeisen@lewisrice.com
Correspondent Name: Sara L. Geisen
Address Line 1: 600 Washington Avenue, Suite 2500
Address Line 4: Saint Louis, MISSOURI 63101

NAME OF SUBMITTER: Sara L. Geisen

SIGNATURE: /Sara L. Geisen/

DATE SIGNED: 03/22/2017

Total Attachments: 6

source=08 - Trademark Security Agreement#page1.tif
source=08 - Trademark Security Agreement#page2.tif
source=08 - Trademark Security Agreement#page3.tif
source=08 - Trademark Security Agreement#page4.tif
source=08 - Trademark Security Agreement#page5.tif
source=08 - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of March 22, 2017, and is by SUNNEN PRODUCTS COMPANY, a Delaware corporation ("Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY ("Lender").

RECITALS

A. Grantor, Sunco II, LLC, a Missouri limited liability company, and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively, the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1.

Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

{signature page immediately follows}

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUNNEN PRODUCTS COMPANY,
a Delaware corporation

By: _____

Name: Robert A. Ludwig

Title: Vice President and Chief Financial Officer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: _____

Print Name: Nicholas C. DeVilder

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT BY
SUNNEN PRODUCTS COMPANY

TRADEMARK
REEL: 006017 FRAME: 0483


Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUNNEN PRODUCTS COMPANY,
a Delaware corporation

By: _____
Name: Robert A. Ludwig
Title: Vice President and Chief Financial Officer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: 
Print Name: Nicholas C. DeVilder
Title: Managing Director





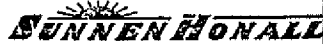

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT BY
SUNNEN PRODUCTS COMPANY

TRADEMARK
REEL: 006017 FRAME: 0484

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Mark	Registration#	Date	Country
	1,747,978	1/26/1993	USA
	871,097	6/17/1969	USA
	580,162	9/22/1953	USA
	515,264	9/20/1949	USA
SUNNEN	678,055	5/5/1959	USA
	552,777	1/1/1952	USA
SUNNEN BUSINESS PARK	2,299,995	12/14/1999	USA
K20NM35	2,199,563	10/27/1998	USA
P28NM37	2,199,564	10/27/1998	USA
MB-30	1,163,327	8/4/1981	USA
	2,359,273	6/20/2000	USA

KROSSGRINDING	1,776,258	6/20/2000	USA
SINGLE STROKE HONING	1,126,665	11/13/1979	USA

Pending Trademark Applications

None

Trademark Licenses:

None