

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM542828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEONARD VALVE COMPANY LLC		09/27/2019	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
Street Address:	111 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5298152	NUCLEUS DIGITALLY CONTROLLED MIXING VALV	
Registration Number:	5381856	PARA-TROL	
Registration Number:	5287189	NUCLEUS	
Registration Number:	3901709	ECO-MIX	
Registration Number:	2545207	MEGATRON	
Registration Number:	1881395	ADVANTAGE	
Registration Number:	1612766	CASPAK	
Registration Number:	1497576		
Registration Number:	0941249	AQUA-TROL	
Registration Number:	0899522	SURFASHOWER	
Registration Number:	0920517	PAM	
Registration Number:	0663785	LEONARD	
Registration Number:	0649677	SHOWERMASTER	
Registration Number:	0638414	DURA-TROL	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			

CH \$365.00 5298152

Phone: 312-577-8208
Email: alana.hernandez@katten.com
Correspondent Name: ALANA HERNANDEZ C/O KATTEN
Address Line 1: 525 W. MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
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SIGNATURE:	/ALANA HERNANDEZ/
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DATE SIGNED:	09/27/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2019 (this "Trademark Security Agreement") is made by Leonard Valve Company LLC ("Grantor"), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Grantor, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO Harris Bank N.A., as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement of even date with the Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Administrative Agent and the other parties party thereto from time to time, Grantor has granted to Administrative Agent, for its benefits and the benefit of the other Secured Parties, a security interest in and lien upon all or substantially all of the assets of Grantor, including, all right, title, and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment of all amounts owing by the Grantor under the Credit Agreement; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral") whether now existing or hereafter acquired:

- a. all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use or amendment to allege use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

- b. all renewals, reissues and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

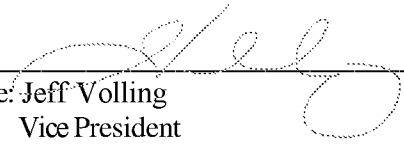
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

LEONARD VALVE COMPANY LLC

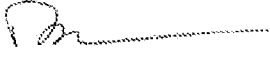
By: 
Name: Jeff Volling
Title: Vice President

Trademark Security Agreement (Leonard Valve)

TRADEMARK
REEL: 006756 FRAME: 0714

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.,
as Administrative Agent

By:  _____
Name: Daniel Johnson
Title: Director

Trademark Security Agreement (Leonard Valve)

TRADEMARK
REEL: 006756 FRAME: 0715

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
NUCLEUS DIGITALLY CONTROLLED MIXING VALVE	87235958	11/14/16	5298152	9/26/17
PARA-TROL	87217408	10/27/16	5381856	1/16/18
NUCLEUS	86973120	4/12/16	5287189	9/12/17
ECO-MIX	77847283	10/13/09	3901709	1/4/11
MEGATRON	75763998	7/29/99	2545207	3/5/02
ADVANTAGE	74436618	9/17/93	1881395	2/28/95
CASPAK	73823757	9/6/89	1612766	9/11/90
MISCELLANEOUS DESIGN (RED & BLUE WAVEY BARS)	73560282	9/26/85	1497576	7/26/88
AQUA-TROL	72395473	6/21/71	0941249	8/22/72
SURFASHOWER	72349775	1/27/70	0899522	9/29/70
PAM	72343567	11/14/69	0920517	9/21/71
LEONARD	72035363	8/12/57	0663785	7/1/58
SHOWERMASTER	72012436	7/19/56	0649677	8/6/57
DURA-TROL	72004724	3/16/56	0638414	12/11/56

2. TRADEMARK APPLICATIONS

None.