

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM603091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Floworks International LLC		10/14/2020	Limited Liability Company: DELAWARE
Sunbelt Supply LP		10/14/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as Collateral Agent		
Street Address:	9 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5096406	FLOWORKS	
Registration Number:	5217271	FW FLOWORKS	
Registration Number:	5817804	FW	
Registration Number:	5321496	M I	
Registration Number:	4758987	MAJOR INC.	
Registration Number:	5918546	NATIONAL VV VALVE	
Registration Number:	5871875	NATIONAL VALVE	
Registration Number:	2095142	SOUTHWEST STAINLESS & ALLOY	
Registration Number:	5216640	SS&A	
Registration Number:	5095576	SUNBELT SUPPLY	
Registration Number:	5095575	SUNBELT SUPPLY CO. SINCE 1978	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		

CH \$290.00 5096406

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 43082 / 108

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 10/15/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 14, 2020 (this “Trademark Security Agreement”), made by Flowworks International LLC, a Delaware limited liability company, and Sunbelt Supply LP, a Delaware limited partnership (each, a “Grantor” and, collectively, the “Grantors”), in favor of KKR LOAN ADMINISTRATION SERVICES LLC (“KLAS”), as Collateral Agent (as defined in the Security Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of October 14, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FLOWWORKS INTERNATIONAL LLC, a Delaware limited liability company (the “Parent Borrower”), S-I INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), KLAS, as Administrative Agent and Collateral Agent, the other Borrowers and Guarantors party thereto from time to time, each Lender party thereto from time to time and WELLS FARGO BANK, NATIONAL ASSOCIATION, as ABL Agent.

WHEREAS, the Grantor is party to the Security Agreement, dated as of October 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Parent Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment in full in cash or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

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 Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns. This Trademark Security Agreement is a Loan Document.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

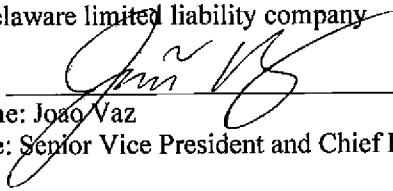
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

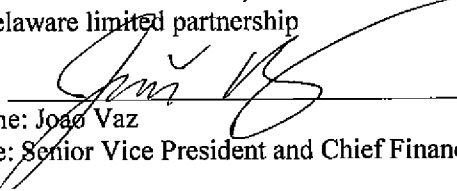
[Signature Pages Follow]

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

FLOWWORKS INTERNATIONAL LLC,
a Delaware limited liability company

By: 
Name: Joao Vaz
Title: Senior Vice President and Chief Financial Officer

SUNBELT SUPPLY LP,
a Delaware limited partnership

By: 
Name: Joao Vaz
Title: Senior Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent


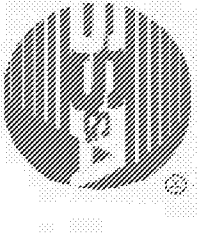
By: John Knox
Name: John Knox
Title: CFO

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT TRADEMARK

Registrations and Trademark Applications

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Trademark	Loan Party	Country	Application Number	Application Date	Registration Number	Registration Date
Floworks	Floworks International LLC	United States	86-658,956	06/11/2015	5,096,406	12/06/2016
Floworks and Design	Floworks International LLC	United States	87-208,278	11/19/2016	5,217,271	06/06/2017
						
Floworks Logo Design	Floworks International LLC	United States	88-032,915	7/10/2018	5,817,804	7/30/2019
						
MAJOR Logo Design	Sunbelt Supply LP	United States	87-331,157	02/10/2017	5,321,496	10/31/2017
						
MAJOR INCORPORATED amended to MAJOR INC.	Sunbelt Supply LP	United States	86-376,999	08/26/2014	4,758,987	06/23/2015

Trademark	Loan Party	Country	Application Number	Application Date	Registration Number	Registration Date
NATIONAL VALVE NY DESIGN 	Floworks International LLC	United States	88-308,057	2/20/2019	5,918,546	05/09/2017 (amendment date)
NATIONAL VALVE (WORDS ONLY)	Floworks International LLC	United States	88-288,968	2/05/2019	5,871,875	10/01/2019
SOUTHWEST STAINLESS amended to SOUTHWEST STAINLESS & ALLOY	Sunbelt Supply LP	United States	75-171,986	09/25/1996	2,095,142	09/09/1997 11/04/2016 (amendment date)
SSA & Design 	Sunbelt Supply LP	United States	87-068,952	06/13/2016	5,216,640	06/06/2017
SUNBELT SUPPLY	Sunbelt Supply LP	United States	87-046,474	05/23/2016	5,095,576	12/06/2016
SUNBELT SUPPLY & Design	Sunbelt Supply LP	United States	87-046,472	05/23/2016	5,095,575	12/06/2016

Trademark	Loan Party	Country	Application Number	Application Date	Registration Number	Registration Date
