

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Griffin Pump & Equipment, LLC		11/19/2020	Limited Liability Company: DELAWARE
Griffin Dewatering, LLC		11/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2222338	AQUASPADE	
Registration Number:	2222339	SPEEDFAST	
Registration Number:	2373680	WIND TUNNEL	
Registration Number:	2616135		
Registration Number:	2629606		
Registration Number:	2682084		
Registration Number:	2616136		
Registration Number:	2616137		
Registration Number:	2596274		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,jason.brown@hklaw.com		
Correspondent Name:	Holland & Knight LLP		

OP \$240.00 2222338

Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 11/19/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 19th day of November, 2020, by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented, extended or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the Grantors and certain Affiliates of Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral or remove any expired IP Collateral, as applicable, of Grantor identified by an update to Schedule 5.9 to the Credit Agreement delivered in accordance with Section 9.17 of the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

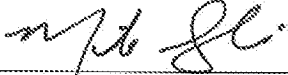
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

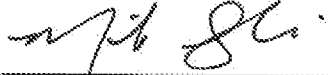
[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

GRIFFIN PUMP & EQUIPMENT, LLC

By: 
Name: Mike Sullivan
Title: Vice President and Secretary

GRIFFIN DEWATERING, LLC

By: 
Name: Mike Sullivan
Title: Vice President and Secretary

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Patents and Patent Applications

None.

II. Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
AQUASPADE	2,222,338	February 9, 1999	Griffin Dewatering, LLC
SPEEDFAST	2,222,339	February 9, 1999	Griffin Dewatering, LLC
WIND TUNNEL	2,373,680	August 1, 2000	Griffin Dewatering, LLC
Miscellaneous Design (color red – Hydraulic and pneumatic machine parts, namely, control valves and fittings sold therewith as a unit, for use in vacuum lines for use in groundwater removal system and equipment)	2,616,135	September 10, 2002	Griffin Dewatering, LLC
Miscellaneous Design (color red – header saddles for vacuum lines)	2,629,606	October 8, 2002	Griffin Dewatering, LLC
Miscellaneous Design (color red – pumping equipment, namely portable pumps, power plants connected to pumps, trailers and skids for pumps and trailers and skid mounted pump equipment)	2,682,084	February 4, 2003	Griffin Dewatering, LLC
Miscellaneous Design (color red – lining and stippling statement)	2,616,136	September 10, 2002	Griffin Dewatering, LLC
Miscellaneous Design (color red – lining and stippling statement)	2,616,137	September 10, 2002	Griffin Dewatering, LLC

Miscellaneous Design (color red for wellpoints)	2,596,274	July 16, 2002	Griffin Dewatering, LLC
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III. Copyright and Copyright Applications

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
The Hydraulically Driven Submersible Pump System	US Copyright VA 0000948-807	Issued 2/5/1999	Copyright Claimant: Griffin Pump and Equipment, Inc.