

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLOWWORKS INTERNATIONAL LLC		12/27/2021	Limited Liability Company: DELAWARE
SEVERE SERVICE SPECIALISTS LLC		12/27/2021	Limited Liability Company: DELAWARE
SUNBELT SUPPLY LP		12/27/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	155 WELLINGTON STREET WEST, 8TH FLOOR		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 3K7		
<b>Entity Type:</b>	BANK: CANADA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88308057	NATIONAL VV VALVE	
<b>Serial Number:</b>	88288968	NATIONAL VALVE	
<b>Serial Number:</b>	88032915	FW	
<b>Serial Number:</b>	87208279	FW FLOWWORKS	
<b>Serial Number:</b>	86658956	FLOWWORKS	
<b>Serial Number:</b>	87331157	M I	
<b>Serial Number:</b>	87068952	SS&A	
<b>Serial Number:</b>	87046472	SUNBELT SUPPLY CO. SINCE 1978	
<b>Serial Number:</b>	87046474	SUNBELT SUPPLY	
<b>Serial Number:</b>	86376999	MAJOR INC.	
<b>Serial Number:</b>	75171986	SOUTHWEST STAINLESS & ALLOY	
<b>Serial Number:</b>	88837740	TRIPLE S	
<b>Serial Number:</b>	88837774	TRIPLE S	
<b>Serial Number:</b>	88860045	ADREM	
<b>Serial Number:</b>	88860046	ADREM	
<b>Serial Number:</b>	97125128	GENESIS SYSTEMS INC.	

OP \$465.00 88308057

Property Type	Number	Word Mark
Serial Number:	97125122	GENESIS SYSTEMS
Serial Number:	87749445	MA

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 2023704750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Andrew Hackett

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** COGENCY GLOBAL Inc.

**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	(0108509-0000122)/1557686
<b>NAME OF SUBMITTER:</b>	Jonathan R. Larson
<b>SIGNATURE:</b>	/Jonathan R. Larson/
<b>DATE SIGNED:</b>	12/28/2021

**Total Attachments: 8**

- source=1. Flowworks - IPSA (Trademarks)#page2.tif
- source=1. Flowworks - IPSA (Trademarks)#page3.tif
- source=1. Flowworks - IPSA (Trademarks)#page4.tif
- source=1. Flowworks - IPSA (Trademarks)#page5.tif
- source=1. Flowworks - IPSA (Trademarks)#page6.tif
- source=1. Flowworks - IPSA (Trademarks)#page7.tif
- source=1. Flowworks - IPSA (Trademarks)#page8.tif
- source=1. Flowworks - IPSA (Trademarks)#page9.tif

### **Additional Conveying Parties**

1. Name of receiving party: SEVERE SERVICE SPECIALISTS LLC  
Type of entity: Limited Liability Company  
Jurisdiction of Formation: Delaware
  
2. Name of receiving party: SUNBELT SUPPLY LP  
Type of entity: Limited Partnership  
Jurisdiction of Formation: Delaware

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated December 27, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Royal Bank of Canada, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FloWorks International LLC, a Delaware limited liability company (“Parent Borrower”) and S-I Intermediate Holdings, Inc., a Delaware corporation (“Holdings”) have entered into the First Lien Term Loan Credit Agreement, dated as of December 27, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Royal Bank of Canada, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated December 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all Patents, including, without limitation, those set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the

assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby;

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This Agreement may be executed in any number of 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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping

system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (*GOVERNING LAW; JURISDICTION*), SECTION 10.16 (*SERVICE OF PROCESS*) AND SECTION 10.17 (*WAIVER OF RIGHT TO TRIAL BY JURY*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

G. Intercreditor Agreement. Section 23 (*INTERCREDITOR AGREEMENT*) OF THE SECURITY AGREEMENT IS INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**FLOWORKS INTERNATIONAL LLC,**  
a Delaware limited liability company  
**SEVERE SERVICE SPECIALISTS LLC,**  
a Delaware limited liability company  
**SUNBELT SUPPLY LP,**  
a Delaware limited partnership

By: 

Name: Scott Jackson

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**ROYAL BANK OF CANADA**, as Collateral  
Agent








By:   
Name: Susan Khokher  
Title: Manager, Agency



[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007543 FRAME: 0237**



## 1. U.S. Trademark Registrations and Applications

No.	MARK	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current owner of record
1.	NATIONAL VV VALVE and design 	USA	88308057 20-FEB-2019	5918546 26-NOV-2019	Registered	Floworks International LLC
2.	NATIONAL VALVE	USA	88288968 05-FEB-2019	5871875 01-OCT-2019	Registered	Floworks International LLC
3.	FW and design 	USA	88032915 11-JUL-2018	5817804 30-JUL-2019	Registered	Floworks International LLC
4.	FW FLOWORKS and design 	USA	87208279 19-OCT-2016	5217271 06-JUN-2017	Registered	Floworks International LLC
5.	FLOWORKS	USA	86658956 11-JUN-2015	5096406 06-DEC-2016	Registered	Floworks International LLC
6.	M I and design 	USA	87331157 10-FEB-2017	5321496 31-OCT-2017	Registered	Sunbelt Supply LP
7.	SS&A and design 	USA	87068952 13-JUN-2016	5216640 06-JUN-2017	Registered	Sunbelt Supply LP
8.	SUNBELT SUPPLY CO. SINCE 1978 and design 	USA	87046472 23-MAY-2016	5095575 06-DEC-2016	Registered	Sunbelt Supply LP
9.	SUNBELT SUPPLY	USA	87046474 23-MAY-2016	5095576 06-DEC-2016	Registered	Sunbelt Supply LP
10.	MAJOR INC.	USA	86376999 26-AUG-2014	4758987 23-JUN-2015	Registered	Sunbelt Supply LP
11.	SOUTHWEST STAINLESS & ALLOY	USA	75171986 25-SEP-1996	2095142 09-SEP-1997	Registered	Sunbelt Supply LP
12.	TRIPLE S and design 	USA	88837740 17-MAR-2020	6523001 19-OCT-2021	Registered	Floworks International LLC
13.	TRIPLE S and design	USA	88837774 17-MAR-2020	6523002 19-OCT-2021	Registered	Floworks International LLC

No.	MARK	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current owner of record
						
14.	ADREM (stylized) <b>ADREM</b>	USA	88860045 04-APR-2020	6503282 28-SEP-2021	Registered	Severe Service Specialists LLC
15.	ADREM	USA	88860046 04-APR-2020	6503283 28-SEP-2021	Registered	Severe Service Specialists LLC
16.	GENESIS SYSTEMS INC. and design 	USA	97125128 15-NOV-2021	-	Pending	Sunbelt Supply LP
17.	GENESIS SYSTEMS	USA	97125122 15-NOV-2021	-	Pending	Sunbelt Supply LP
18.	MA	USA	87749445 10-JAN-2018	6245826 12-JAN-2021	Registered	Sunbelt Supply LP

## 2. U.S. Patents and Patent Applications

No.	Title	Jurisdiction	Application No	Filing Date	Status	Current Owner of Record
1.	Mixing Tee Assembly And Process	USA	16/068439	6-Jul-2018	Pending	Floworks Intemational LLC

## 3. U.S. Copyright Registrations

None.