

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Floworks International LLC		12/27/2021	Limited Liability Company: DELAWARE
Severe Services Specialists LLC		12/27/2021	Limited Liability Company: DELAWARE
Sunbelt Supply LP		12/27/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5918546	NATIONAL VV VALVE	
Registration Number:	5871875	NATIONAL VALVE	
Registration Number:	5817804	FW	
Registration Number:	5217271	FW FLOWORKS	
Registration Number:	5096406	FLOWORKS	
Registration Number:	5321496	M I	
Registration Number:	5216640	SS&A	
Registration Number:	5095575	SUNBELT SUPPLY CO. SINCE 1978	
Registration Number:	5095576	SUNBELT SUPPLY	
Registration Number:	4758987	MAJOR INC.	
Registration Number:	2095142	SOUTHWEST STAINLESS & ALLOY	
Registration Number:	6523001	TRIPLE S	
Registration Number:	6523002	TRIPLE S	
Registration Number:	6503282	ADREM	
Registration Number:	6503283	ADREM	

CH \$465.00 5918546

Property Type	Number	Word Mark
Serial Number:	97125128	GENESIS SYSTEMS INC.
Serial Number:	97125122	GENESIS SYSTEMS
Registration Number:	6245826	MA

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0836
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/11/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **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 Wells Fargo Bank, National Association, as collateral agent (“Wells Fargo”) (in such capacity, 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 (the “Parent Borrower”), the other Persons party thereto as a “Borrower” from time to time (collectively, with the Parent Borrower, the “Borrowers”), S-I Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), and the other Loan Parties party thereto from time to time, have entered into the ABL Credit and Guarantee 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 Wells Fargo Bank, National Association, 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 Revolving Loans by the Lenders from time to time, the entry into Secured Swap Agreements or Hedge Agreements by the Hedge Providers from time to time and the entry into Secured Cash Management Agreements or Bank Product Agreements by the Bank Product Providers from time to time, each Grantor has executed and delivered that certain ABL 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 security for the payment or performance, as the case may be, in full of the Secured Obligations hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each 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 continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, 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 or 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 (e), 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 (as applicable) record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement may be executed by means of (a) an electronic signature

that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

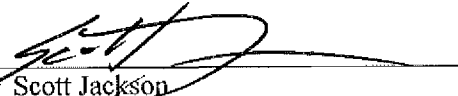
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with 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 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

G. Intercreditor Agreement. SECTION 26 (*ABL/TERM LOAN 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]

TRADEMARK
REEL: 007556 FRAME: 0406

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: **Cameron Scott**
Title: **Vice President**

[Signature Page to Intellectual Property Security Agreement]



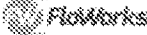




Schedule A

Patents

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 International LLC

Schedule B

Trademarks

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) ADREM	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

Schedule C

Copyrights

None.