

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Floworks International LLC		01/20/2023	Limited Liability Company: DELAWARE
Floworks USA LP		01/20/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1800 Century Park East		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6943344	OEC	
Registration Number:	6943343	OLIVER EQUIPMENT COMPANY	
Serial Number:	97335640	OEC	
Serial Number:	97559977	MCKENNA ENGINEERING & EQUIPMENT CO.	
Serial Number:	97587193	MCKENNA ENGINEERING AND EQUIPMENT CO.	
Serial Number:	97533682	FLOTECH	
Serial Number:	97530440		
Serial Number:	97529345	EWS ENVIRONMENTAL WATER SOLUTIONS	
Serial Number:	97510566	NETMERCURY	
Serial Number:	97510191	NETMERCURY	
Serial Number:	97472866	PSI PROCESS SOLUTIONS & INTEGRATION	
Serial Number:	97471279	SOCAL PUMP & VACUUM	
Serial Number:	97471255	SOCAL PUMP & VACUUM	
Serial Number:	97468751	PSI PROCESS SOLUTIONS & INTEGRATIONS	
Serial Number:	97459898	TRU-FLOW	
Serial Number:	97459798	SEMITORR GROUP	
Serial Number:	97455065	TRU-FLOW	

OP \$515.00 6943344

Property Type	Number	Word Mark
Registration Number:	6241866	YOUR VALVE & AUTOMATION EXPERTS
Registration Number:	5676965	YOUR VALVE EXPERTS
Registration Number:	2946161	SPACE

CORRESPONDENCE DATA

Fax Number: 3128637806
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: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.780
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/20/2023

Total Attachments: 6
source=Floworks Supplement_to_Intellectual_Property_Security_Agreement#page1.tif
source=Floworks Supplement_to_Intellectual_Property_Security_Agreement#page2.tif
source=Floworks Supplement_to_Intellectual_Property_Security_Agreement#page3.tif
source=Floworks Supplement_to_Intellectual_Property_Security_Agreement#page4.tif
source=Floworks Supplement_to_Intellectual_Property_Security_Agreement#page5.tif
source=Floworks Supplement_to_Intellectual_Property_Security_Agreement#page6.tif

INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "IP Security Agreement Supplement"), dated January 20, 2023 is made by each Person listed on the signature page hereof (each, a "Grantor" and collectively, the "Grantors") in favor of 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, Flowworks International LLC, a Delaware limited liability company (the "Parent Borrower"), the other Persons party thereto as "Borrower" from time to time (collectively, with the Parent Borrower, the "Borrower"), FWI Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), and the other Loan Parties party thereto from time to time, have entered into the Amended and Restated ABL Credit and Guarantee Agreement, dated as of January 20, 2023 (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, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain ABL Security Agreement, dated as of December 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and that certain Intellectual Property Security Agreement, dated as of December 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement 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 (the "Additional Collateral"):

a. the Trademarks set forth in Schedule A 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;

b. 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;

c. 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

d. 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 Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c) or this clause (d), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement 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 Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by each 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, reorganization or similar proceeding involving a Loan Party.

D. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement 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 Additional 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

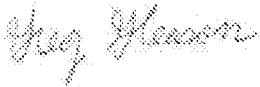
F. Governing Law; Jurisdiction; Etc. Section 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

G. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement Supplement 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 Supplement 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.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement 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

FLOWORKS USA LP, a Delaware limited
partnership

By: 
Name: Greg Gleason
Title: Authorized Signatory

Schedule A

Trademarks

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
OEC	97335468	Registered	6943344	01/03/23	Flowworks USA LP
OLIVER EQUIPMENT COMPANY	97335465	Registered	6943343	01/03/23	Flowworks USA LP
OEC	97335640	Pending – Application filed 11/22/22	N/A	N/A	Flowworks USA LP
MCKENNA ENGINEERING & EQUIPMENT CO.	97559977	Pending – Application filed 08/23/22	N/A	N/A	FloWorks International LLC
MCKENNA ENGINEERING AND EQUIPMENT CO.	97587193	Pending – Application filed 09/12/22	N/A	N/A	FloWorks International LLC
FLOTECH	97533682	Pending – Application filed 08/02/22	N/A	N/A	FloWorks International LLC
[Design only]	97530440	Pending – Application filed 08/02/22	N/A	N/A	FloWorks International LLC
EWS ENVIRONMENTAL WATER SOLUTIONS	97529345	Pending – Application filed 08/01/22	N/A	N/A	FloWorks International LLC
NETMERCURY	97510566	Pending – Application filed 07/19/22	N/A	N/A	FloWorks International LLC
NETMERCURY	97510191	Pending – Application filed 07/19/22	N/A	N/A	FloWorks International LLC
PSI PROCESS SOLUTIONS & INTEGRATION	97472866	Pending – Application filed 06/23/22	N/A	N/A	FloWorks International LLC
SOCAL PUMP & VACUUM	97471279	Pending – Application filed 06/22/22	N/A	N/A	FloWorks International LLC
SOCAL PUMP & VACUUM	97471255	Pending – Application filed 06/22/22	N/A	N/A	FloWorks International LLC

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
PSI PROCESS SOLUTIONS & INTEGRATIONS	97468751	Pending – Application filed 06/21/22	N/A	N/A	FloWorks International LLC
TRU-FLOW	97459898	Pending – Application filed 06/15/22	N/A	N/A	FloWorks International LLC
SEMITORR GROUP	97459798	Pending – Application filed 06/15/22	N/A	N/A	FloWorks International LLC
TRU-FLOW	97455065	Pending – Application filed 06/13/22	N/A	N/A	FloWorks International LLC
YOUR VALVE & AUTOMATION EXPERTS	88818532	Registered	6241866	01/05/21	FloWorks International LLC
YOUR VALVE EXPERTS	87857479	Registered	5676965	02/12/19	Floworks International LLC
SPACE	78405023	Registered	2946161	05/03/05	Floworks International LLC