

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Velcon Filters, LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BNP Paribas, as Administrative Agent for and representative of the Beneficiaries
<b>Street Address:</b>	100 Crescent Court, Suite 500
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Bank: FRANCE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1159025	AQUACON
Registration Number:	2609269	CDF
Registration Number:	3705839	FDPM
Registration Number:	719831	HYDROKIT
Registration Number:	2022978	SUPERDRI
Registration Number:	2699139	TDS
Registration Number:	3417302	VCA
Registration Number:	1448128	VELCON
Registration Number:	879075	VELCON
Registration Number:	3479146	VEL-MAX
Registration Number:	3583073	DEPTHFLO
Registration Number:	3583095	QUAD PRO
Registration Number:	3680422	PERFORMANCE SEPARATIONS
Serial Number:	77866918	SANIFLO

**TRADEMARK**

**900189063**

**REEL: 004520 FRAME: 0175**

**CH \$390.00 1159025**

Serial Number:

85074981

FLOFLEX

**CORRESPONDENCE DATA**

Fax Number: (917)777-2962

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 735-2962

Email: Faith.Robinson@skadden.com

Correspondent Name: S. Anita Sinha

Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:**

055660/72

**NAME OF SUBMITTER:**

S. Anita Sinha

**Signature:**

/S. Anita Sinha/

**Date:**

04/12/2011

**Total Attachments: 6**

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## GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of March 31, 2011, by VELCON FILTERS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of BNP PARIBAS, as Administrative Agent for and representative of (in such capacity, “**Secured Party**”) the Beneficiaries. Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

**WHEREAS**, Pursuant to the First Amended and Restated Credit Agreement, dated as of March 31, 2011 (said First Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and between Grantor, the lenders from time to time party thereto (the “**Lenders**”), and BNP Paribas, as Administrative Agent, Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Lender Swap Agreements with one or more Swap Counterparties in accordance with the terms of the Credit Agreement, and it is desired that the obligations of Grantor under the Lender Swap Agreements, including, without limitation, the obligation of Grantor to make payments thereunder in the event of early termination thereof, together with all obligations of Grantor under the Credit Agreement and the other Loan Documents, be secured under the Security Agreement and this Grant of Trademark Agreement; and

**WHEREAS**, pursuant to the terms of the Amended and Restated Security Agreement dated as of March 31, 2011 (said Amended and Restated Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party, and the other grantors named therein, including each Additional Grantor, Grantor has granted to the Secured Party a security interest in and to the Collateral, including the Trademark Collateral (as hereinafter defined);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case, whether now owned or hereafter acquired (the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”),

(ii) all registrations and applications for registration of Trademarks that have been or may hereafter be issued or applied for in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the “**Trademark Registrations**”),

(iii) all common law and other rights in and to Trademarks in the United States and any state thereof and in foreign countries (collectively, the “**Trademark Rights**”),

(iv) all goodwill of the business symbolized by and associated therewith; and

(v) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include, nor shall Grantor be deemed to have granted a security interest in any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark Registration shall automatically become part of the Trademark Collateral and the security interest granted hereunder.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES; EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.




This Grant of Trademark Security Interest may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed and delivered shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**VELCON FILTERS, LLC**


By:   
Name:   
Title: 

Grant of Trademark Security Interest

**TRADEMARK**  
**REEL: 004520 FRAME: 0180**

**Accepted and Agreed:**

BNP PARIBAS,  
as Secured Party

By: 

Name: **Sean Davenport**  
Title: **Managing Director**

By: 

Name: **Matthew Wyatt**  
Title: **Director**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Trademark Registrations:**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Velcon Filters, LLC	AQUACON Stylized	1,159,025	6/30/81
Velcon Filters, LLC	CDF	2,609,269	8/20/02
Velcon Filters, LLC	FDPM	3,705,839	11/3/09
Velcon Filters, LLC	HYDROKIT	719,831	8/15/61
Velcon Filters, LLC	SUPERDRI Stylized	2,022,978	12/17/96
Velcon Filters, LLC	TDS	2,699,139	3/25/03
Velcon Filters, LLC	VCA	3,417,302	4/29/08
Velcon Filters, LLC	VELCON	1,448,128	7/21/87
Velcon Filters, LLC	VELCON	879,075	10/21/69
Velcon Filters, LLC	VEL-MAX	3,479,146	8/5/08
Velcon Filters, LLC	DEPTHFLO	3,583,073	3/3/09
Velcon Filters, LLC	QUAD PRO	3,583,095	3/3/09
Velcon Filters, LLC	PERFORMANCE SEPARATIONS	3,680,422	9/8/09

**Pending Trademark Applications:**

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
Velcon Filters, LLC	SANIFLO	77-866,918	11/6/09
Velcon Filters, LLC	FLOFLEX	85-074,981	6/30/10