

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450821

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TACO, INC.		11/14/2017	Corporation: RHODE ISLAND

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A., as Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 87

Property Type	Number	Word Mark
Serial Number:	71637011	AIR SCOOP
Serial Number:	73710716	TACONET
Serial Number:	74153835	TACO
Serial Number:	74153850	TACO
Serial Number:	74222586	TACO
Serial Number:	74222598	TACO-VENT
Serial Number:	74573463	VORTECH
Serial Number:	75708235	LOADMATCH
Serial Number:	76448009	DO IT ONCE. DO IT RIGHT.
Serial Number:	77045842	FREEDOM FLANGE
Serial Number:	77219285	CONTROLS MADE EASY
Serial Number:	77219318	SYSTEMS MADE EASY
Serial Number:	77219332	DUALVISION
Serial Number:	77290477	SUCCESS MADE EASY
Serial Number:	77290492	FLOPRO
Serial Number:	77356878	
Serial Number:	77527872	HOT-LINK
Serial Number:	77675617	IWORX
Serial Number:	77795572	TACO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77822013	ZONE SENTRY
Serial Number:	77934278	VIRIDIAN
Serial Number:	78100553	PRO-FIT
Serial Number:	78100556	IFC
Serial Number:	78381014	HYDRONIC SYSTEM SOLUTIONS
Serial Number:	78381053	PLUMB N' PLUG
Serial Number:	78381064	TWIN-TEE
Serial Number:	78381219	00
Serial Number:	78381230	COMFORT MADE EASY
Serial Number:	78381242	RADIANT MIXING BLOCK
Serial Number:	78381244	RADIANT MADE EASY
Serial Number:	78590340	400
Serial Number:	78590463	I SERIES
Serial Number:	78711254	X - PUMP BLOCK
Serial Number:	85197596	E-SMART
Serial Number:	85291288	BIO BARRIER
Serial Number:	85686725	SMARTDRIVE
Serial Number:	85688804	DO YOUR BEST WORK.
Serial Number:	85696259	IWORX. UGROW.
Serial Number:	85707697	FUELMIZER
Serial Number:	85766712	SMARTPLUS HOT WATER RECIRCULATION
Serial Number:	85829211	GEO-SENTRY
Serial Number:	86069029	SELSSENSING SERIES WITH PROBALANCE
Serial Number:	86069036	SELSSENSING PROBALANCE
Serial Number:	86125457	FLOODBREAKER
Serial Number:	86185949	PROVIEW
Serial Number:	86186524	ONETOUCH PROBALANCE
Serial Number:	86220523	FLOPRO
Serial Number:	86232540	HY-VENT
Serial Number:	86359928	HOTLINKPLUS
Serial Number:	86394623	FUEL MIZER
Serial Number:	86423482	TACOGENIE
Serial Number:	86660354	SMARTPLUG INSTANT HOT WATER CONTROL
Serial Number:	86660355	SMARTPLUG INSTANT HOT WATER CONTROL
Serial Number:	86060148	ZERO LEAD PUMPS
Serial Number:	86919780	007E
Serial Number:	86884930	00E SERIES
Serial Number:	86884908	00E

Property Type	Number	Word Mark
Serial Number:	86847761	
Serial Number:	87276708	0015E3
Serial Number:	87276698	0015E3
Serial Number:	87213571	007E
Serial Number:	87027487	SURESTART
Serial Number:	86980968	TACO COMFORT SOLUTIONS
Serial Number:	86941056	HYDROFLO PUMPS FLUID SOLUTIONS
Serial Number:	86980967	TACO COMFORT SOLUTIONS
Serial Number:	86941037	HYDROFLO PUMPS FLUID SOLUTIONS
Serial Number:	86513862	LEAKBREAKER
Serial Number:	86651259	TACO COMFORT SOLUTIONS
Serial Number:	86658962	TACO COMFORT SOLUTIONS
Serial Number:	86906693	TACO WATER SOLUTIONS
Serial Number:	87072658	PIFA PRECISION SOLUTIONS
Serial Number:	87113437	REINVENTING RESOURCES
Serial Number:	87073633	PRECISION INVESTMENT FOUNDRY, ASIA
Serial Number:	87621248	0015E
Serial Number:	87621222	0015E
Serial Number:	87573002	006E
Serial Number:	87572990	006E
Serial Number:	87490971	ELINK
Serial Number:	87451929	SYSTEM ADAPT
Serial Number:	87177319	TU LEARNING
Serial Number:	87338097	BEST BUILDING EFFICIENCY SYSTEM TOOL
Serial Number:	87251737	HYDRO VRF
Serial Number:	87203223	VRFE
Serial Number:	87203198	VRFE SERIES
Serial Number:	87177307	TU
Serial Number:	86957625	INSTALL IT, FORGET IT.
Serial Number:	86953150	LOFLO

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King and Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

TRADEMARK

REEL: 006204 FRAME: 0495

ATTORNEY DOCKET NUMBER:	18588.015203
NAME OF SUBMITTER:	/s/ Mia Ramic
SIGNATURE:	/s/ Mia Ramic
DATE SIGNED:	11/14/2017

Total Attachments: 13

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of November 14, 2017, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of CITIZENS BANK, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Loan and Security Agreement, dated as of the date hereof (as the same may be amended, refinanced, replaced, restated, supplemented or modified from time to time, the "Loan Agreement"), by and among TACO GROUP HOLDINGS INC., a Rhode Island corporation ("U.S. Borrower"), TACO INTERNATIONAL B.V., a company organized under the laws of The Netherlands ("Foreign Borrower" and, together with U.S. Borrower individually, a "Borrower" and collectively, "Borrowers"), each of the other loan parties party thereto, the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Second Amended and Restated Guaranty Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), to guarantee the Domestic Obligations and Foreign Obligations of each Loan Party (other than such Grantor);

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which the Grantor is required to execute and deliver this Agreement; and

WHEREAS, this Agreement amends and restates, in its entirety, the Amended and Restated Trademark Security Agreement, dated as of March 3, 2016, made among the parties hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Domestic Obligations and Foreign Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Domestic Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademarks, including, without limitation, those trademarks registered to such Grantor referred to on Schedule I hereto, and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

FACO, INC.

By: 

Name: Michael L. Martell


Title: Assistant Secretary

[SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006204 FRAME: 0499

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.,
as Agent

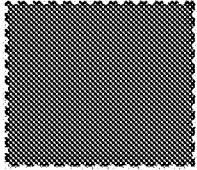

By: 
Name: Charles T. Bender
Title: Vice President

SCHEDULE I
TO
SECOND AMENDED AND RESTATED TRADEMARK SECURITY
AGREEMENT


TRADEMARKS AND TRADEMARK APPLICATIONS

1. Registered Trademarks:

Loan Party	Trademark	Serial/ Registration Number	Date of Registration
TACO, INC.	AIR SCOOP	71-637011/ 610,535	08/16/1955 Renewed 08/16/2015
TACO, INC.	TACONET	73-710716/ 1,505,677	09/27/1998 Renewed 09/27/2008
TACO, INC.	TACO and Design	74-153835/ 1,762,424	04/06/1993 Renewed 04/06/2013
TACO, INC.	TACO and Design	74-153850/ 1,762,425	04/06/1993 Renewed 04/06/2013
TACO, INC.	TACO	74-222586/ 1,757,973	03/16/1993 Renewed 03/16/2013
TACO, INC.	TACO-VENT	74-222598/ 1,759,728	03/23/1993 Renewed 03/23/2013
TACO, INC.	VORTECH	74-573463/ 2,016,172	11/12/1996 Renewed 11/12/2006
TACO, INC.	LOADMATCH	75-708235/ 2,485,816	09/04/2001 Renewed 09/04/2011
TACO, INC.	DO IT ONCE. DO IT RIGHT	76-448009/ 2,894,213	10/19/2004 Renewed 10/19/2014
TACO, INC.	FREEDOM FLANGE	77-045842/ 3,284,999	08/28/2007
TACO, INC.	CONTROLS MADE EASY	77-219285/ 3,584,026	03/03/2009
TACO, INC.	SYSTEMS MADE EASY	77-219318/ 3,693,147	10/06/2009

TACO, INC.	DUAL VISION	77-219332/ 3,623,626	05/19/2009
TACO, INC.	SUCCESS MADE EASY	77-290477 / 3,475,259	7/29/2008
TACO, INC.	FloPro	77-290492 / 3,475,260	7/29/2008
TACO, INC.		77-356878 / 3,855,111	9/28/2010
TACO, INC.	HOT-LINK	77-527872 / 3,832,470	8/10/2010
TACO, INC.	IWORX	77-675617 / 3,865,218	11/10/2009
TACO, INC.		77-795572 / 3,875,496	11/16/2010
TACO, INC.	ZONE SENTRY	77-822013 / 3,851,404	9/21/2010
TACO, INC.	Viridian	77-934278 / 4,099,550	2/14/2012
TACO, INC.	PRO-FIT	78-100553/ 2,913,778	12/21/2004 Renewed 12/21/2014
TACO, INC.	IFC	78-100556/ 2,792,906	12/09/2003 Renewed 12/09/2013
TACO, INC.	HYDRONIC SYSTEM SOLUTIONS	78-381014/ 2,938,088	04/05/2005 Renewed 04/05/2015
TACO, INC.	PLUMB N' PLUG	78-381053/ 2,938,088	11/29/2005

		3,019,830	Renewed 11/29/2015
TACO, INC.	TWIN-TEE	78-381064/ 3,008,634	10/25/2005 Renewed 10/25/2015
TACO, INC.	00	78-381219/ 3,019,831	11/29/2005 Renewed 11/29/2015
TACO, INC.	COMFORT MADE EASY	78-381230 / 3,221,263	3/27/2007
TACO, INC.	RADIANT MIXING BLOCK	78-381242 / 3,053,197	1/31/2006
TACO, INC.	RADIANT MADE EASY	78-381244 / 3,194,896	1/2/2007
TACO, INC.	400	78-590340 / 3,161,713	10/24/2006
TACO, INC.	I SERIES	78-590463 / 3,065,923	March 7, 2006
TACO, INC.	X - PUMP BLOCK	78-711254 / 3,308,866	10/9/2007
TACO, INC.	E-SMART	85-197596 / 4,005,590	8/2/2011
TACO, INC.	BIO Barrier	85-291288 / 4,522,302	4/29/2014
TACO, INC.	SmartDRIVE	85-686725 / 4,365,968	7/9/2013
TACO, INC.	Do your best work.	85-688804 / 4,503,939	4/1/2014
TACO, INC.	IWORX. UGROW.	85-696259 / 4,433,621	11/12/2013
TACO, INC.	FuelMizer	85-707697 / 4,359,282	6/25/2013

TACO, INC.	SmartPlus Hot Water Recirculation	85-766712 / 4,801,822	9/1/2015
TACO, INC.	Geo-Sentry	85-829211 / 4,413,782	10/8/2013
TACO, INC.	SelfSensing Series with ProBalance	86-069029 / 4,545,282	6/3/2014
TACO, INC.	SelfSensing ProBalance	86-069036 / 4,557,549	6/24/2014
TACO, INC.	FloodBreaker	86-125457 / 4,647,960	12/2/2014
TACO, INC.	Pro View	86-185949 / 4,761,237	6/23/2015
TACO, INC.	OneTouch ProBalance	86-186524 / 4,740,229	5/19/2015
TACO, INC.		86-220523 / 4,631,645	11/4/2014
TACO, INC.	HY-VENT	86-232540 / 4,628,469	10/28/2014
TACO, INC.	HotLinkPlus	86-359928 / 4,837,896	10/20/2015

TACO, INC.		86-394623 / 4,816,296	9/22/2015
TACO, INC.		86-423482 / 4,796,841	8/18/2015
TACO, INC.	SMARTPLUG INSTANT HOT WATER CONTROL and Design	86-660354/ 4,904,483	02/23/2016
TACO, INC.	SMARTPLUG INSTANT HOT WATER CONTROL	86-660355/ 4,904,482	02/23/2016
TACO, INC.	ZERO LEAD PUMPS	86-060148 4626459	10/21/2014
TACO, INC.		86-919780 / 5085483	11/22/2016
TACO, INC.		86-884930 / 5085343	11/22/2016
TACO, INC.		86-884908 / 5085342	11/22/2016
TACO, INC.		86-847761 / 5070085	10/25/2016

TACO, INC.	0015e3	87-276708 / 5294586	9/26/2017
TACO, INC.		87-276698 / 5294585	9/26/2017
TACO, INC.	007e	87-213571 / 5195720	5/2/2017
TACO, INC.	SURESTART	87-027487 / 5164341	3/21/2017
TACO, INC.	TACO COMFORT SOLUTIONS	86-980968 / 5247357	7/18/2017
TACO, INC.	<i>Hydroflo Pumps</i> Fluid Solutions	86-941056 / 5131805	1/31/2017
TACO, INC.		86-980967 / 5130489	1/24/2017
	HYDROFLO PUMPS FLUID SOLUTIONS	86-941037 / 5089960	11/29/2016
TACO, INC.	LeakBreaker	86-513862 / 5191698	4/25/2017

2. Trademark Applications

Loan Party	Mark	Serial Number	File Date
TACO, INC.	TACO COMFORT SOLUTIONS	86-651259	6/4/2015
TACO, INC.		86-658962	6/11/2015
TACO, INC.	TACO WATER SOLUTIONS	86-906693	02/12/2016
TACO, INC.		87072658	6/15/2016
TACO, INC.	REINVENTING RESOURCES	87113437	7/22/2016
TACO, INC.	PRECISION INVESTMENT FOUNDRY, ASIA	87-073633	6/16/2016
TACO, INC.	0015e	87621248	9/25/2017
TACO, INC.		87621222	9/25/2017

TACO, INC.		87573002	8/17/2017
TACO, INC.	006e	87572990	8/17/2017
TACO, INC.		87490971	6/15/2017
TACO, INC.	SYSTEM ADAPT	87451929	5/16/2017
TACO, INC.		87177319	9/20/2016
TACO, INC.		87338097	2/16/2017
TACO, INC.	HYDRO VRF	87251737	11/30/2016

TACO, INC.	VRF^e	87203223	10/14/2016
TACO, INC.	VRF^e series	87203198	10/14/2016
TACO, INC.	TU	87177307	9/20/2016
TACO, INC.	INSTALL IT, FORGET IT.	86957625	3/30/2016
TACO, INC.	LOFLO	86953150	3/25/2016