

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIRCOR Aerospace, Inc.		12/11/2017	Corporation: DELAWARE
CIRCOR Energy Products, Inc.		12/11/2017	Corporation: OKLAHOMA
CIRCOR Instrumentation Technologies, Inc.		12/11/2017	Corporation: NEW YORK
CIRCOR International, Inc.		12/11/2017	Corporation: DELAWARE
Deltavalve, LLC		12/11/2017	Limited Liability Company: DELAWARE
Downstream Aggregator, LLC		12/11/2017	Limited Liability Company: DELAWARE
Leslie Controls, Inc.		12/11/2017	Corporation: DELAWARE
Spence Engineering Co., Inc.		12/11/2017	Corporation: DELAWARE
TapcoEnpro, LLC		12/11/2017	Limited Liability Company: DELAWARE
Colfax Fluid Handling Reliability Services Company		12/11/2017	Corporation: DELAWARE
Clarus Fluid Intelligence, LLC		12/11/2017	Limited Liability Company: ALASKA
Circor Precision Metering, LLC		12/11/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Serial Number:	71695698	CIRCLE SEAL
Serial Number:	71587335	CIRCLE SEAL
Serial Number:	72227666	DYNAFLOW

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	72407874	
Serial Number:	74368631	SEI
Serial Number:	74501104	K F
Serial Number:	78846897	KF
Serial Number:	72366663	HALE
Serial Number:	74151308	HALE
Serial Number:	74501076	K F
Serial Number:	74129056	GYROLOK SAFETY CHANGER
Serial Number:	76250016	TOMCO
Serial Number:	72349354	DYNA-PAK
Serial Number:	72153173	FLOMITE
Serial Number:	74126086	GYROGAGE
Serial Number:	74348220	HOKE
Serial Number:	74138403	MULTIMITE
Serial Number:	72153172	ROTOBALL
Serial Number:	74195023	SELECTO-MITE
Serial Number:	74123418	THE LEAK-DETECTIVE
Serial Number:	75931556	TOMCO
Serial Number:	85495075	ECO PILOT
Serial Number:	85500932	NICHOLSON
Serial Number:	85322094	CIRCOR
Serial Number:	85322085	CIRCOR
Serial Number:	85322078	CIRCOR
Serial Number:	86885641	CONTROMATICS
Serial Number:	75895747	DELTADISC
Serial Number:	76493355	DELTAGUARD
Serial Number:	77801656	DELTAVALVE
Serial Number:	75895789	DELTAWEDGE
Serial Number:	78279167	DELTAGLIDE
Serial Number:	86766369	CRITICAL FLOW SOLUTIONS
Serial Number:	73667100	SOLI-CON
Serial Number:	74479663	AEROFLOW
Serial Number:	85535873	CONSTANTEMP
Serial Number:	71537597	LESLIE
Serial Number:	71600542	LESLIE
Serial Number:	85535892	LESLIE
Serial Number:	71600543	LESLIE
Serial Number:	72376926	LESLIE

Property Type	Number	Word Mark
Serial Number:	72352643	LESLIE AIRMATE
Serial Number:	72365227	LESLIE AIRMATE
Serial Number:	72387174	LESLIE EVENTEMP
Serial Number:	72365226	LESLIE SUPERTYFON
Serial Number:	72209868	LESLIE-CONSTANTEMP
Serial Number:	72441034	LES-SONIC
Serial Number:	72441035	LES-SONIC
Serial Number:	73462588	LES-SONIC
Serial Number:	71626394	SUPERTYFON
Serial Number:	76454281	CPC-CRYOLAB
Serial Number:	85108259	CIRCOR SELECT
Serial Number:	77714985	ECONOSTEAM
Serial Number:	73138699	FIRE-CIDE
Serial Number:	75586700	CRYOTREE
Serial Number:	75693512	BOLT-LESS SLIDE VALVE
Serial Number:	75936738	TAPCO
Serial Number:	87166683	TAPCOENPRO
Serial Number:	87166776	TAPCOENPRO INTERNATIONAL
Serial Number:	87434027	TAPCOENPRO
Serial Number:	87206125	AIM
Serial Number:	87254146	AIM ASSESS IMPLEMENT MEASURE
Serial Number:	75107052	LSC
Serial Number:	75562665	LUBRIMATE
Serial Number:	73355339	LUBRIMIST
Serial Number:	85358274	MISTLOCK
Serial Number:	74585457	THERMOJET
Serial Number:	77318949	THERMOJET
Serial Number:	74466726	CLARUS
Serial Number:	85306555	CLARUS FLUID INTELLIGENCE
Serial Number:	77628677	CLARUS
Serial Number:	77628675	CLARUS
Serial Number:	77860455	COMPREHENSIVE MONITORED FLUSH
Serial Number:	75495484	ZEDRIVE
Serial Number:	72052994	ZENITH
Serial Number:	73186595	ZENITH

CORRESPONDENCE DATA

Fax Number:

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.

Email: james.murray@wolterskluwer.com
Correspondent Name: Jim Murray
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elain Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/11/2017

Total Attachments: 17

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2017 (this “Security Agreement”), is made by the grantors listed on the signature page hereto (each, a “Grantor” and collectively, the “Grantors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, CIRCOR International, Inc., a Delaware corporation (the “Borrower”), each Domestic Subsidiary of the Borrower, as Subsidiary Guarantors, the Lenders from time to time parties thereto, SunTrust Bank, as Revolver Administrative Agent, the Swing Line Lender and an LC Issuer and Deutsche Bank AG New York Branch, as Term Loan Administrative Agent and Collateral Agent have entered into that certain Credit Agreement, dated as of December 11, 2017 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into the Security Agreement, dated as of December 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

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

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

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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

SECTION 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, maintenance, renewal, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security 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 Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

GRANTORS:

CIRCOR INTERNATIONAL, INC.

By: 

Name: Jennifer H. Allen
Title: Senior Vice President, General
Counsel and Secretary

CIRCOR AEROSPACE, INC.

CIRCOR ENERGY PRODUCTS, INC.

CIRCOR INSTRUMENTATION

TECHNOLOGIES, INC.

DELTAVALVE, LLC

DOWNSTREAM AGGREGATOR, LLC

LESLIE CONTROLS, INC.

TAPCOENPRO, LLC

CIRCOR NAVAL SOLUTIONS, LLC

CIRCOR PUMPS NORTH AMERICA, LLC

CIRCOR PRECISION METERING, LLC

SPENCE ENGINEERING COMPANY, INC.

By: 

Name: Jennifer H. Allen
Title: Vice President and Secretary

**COLFAX FLUID HANDLING RELIABILITY
SERVICES COMPANY**

CLARUS FLUID INTELLIGENCE, LLC

By: 

Name: Jennifer H. Allen
Title: Secretary

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

DEUTSCHE BANK AG NEW YORK BRANCH

By: 
Name: Dorian Lazarov
Title: Director

By: 
Name: Anca Trifan
Title: Managing Director

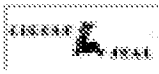

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks and Trademark Licenses



U.S. TRADEMARKS

CIRCOR Aerospace, Inc.


Trademark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.	Status
<u>CIRCLE SEAL</u>	United States	October 3, 1955	71695698	June 12, 1956	628527	Registered
<u>CIRCLE SEAL and Design</u> 	United States	November 4, 1949	71587335	July 28, 1959	682409	Registered
<u>DYNAFLOW</u>	United States	September 13, 1965	72227666	October 25, 1966	817251	Registered
<u>Design Only</u> 	United States	November 17, 1971	72407874	August 21, 1973	966392	Registered
<u>SEI</u>	United States	March 17, 1993	74368631	November 15, 1994	1862267	Registered

CIRCOR Energy Products, Inc.

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status
<u>K.F. and Design</u> 	United States	March 14, 1994	74501104	November 28, 1995	1937852	Registered
<u>KF and Design</u> 	United States	March 27, 2006	78846897	March 27, 2007	3222219	Registered
<u>HALE (Stylized)</u> 	United States	July 30, 1970	72366663	June 8, 1971	912279	Registered
<u>HALE</u>	United States	March 25, 1991	74151308	November 3, 1992	1729151	Registered
<u>K.F.</u>	United States	March 14, 1994	74501076	October 24, 1995	1929208	Registered



CIRCOR Instrumentation Technologies, Inc.

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status
<u>GYROLOK SAFETY CHANGER</u>	United States	January 9, 1991	74129056	December 29, 1992	1743865	Registered
<u>TOMCO and Design</u> 	United States	May 2, 2001	76250016	January 21, 2003	2676636	Registered
<u>DYNA-PAK</u>	United States	January 22, 1970	72349354	June 8, 1971	912264	Registered

<u>FLOMITE</u>	United States	September 14, 1962	72153173	August 13, 1963	754446	Registered
<u>GYROGAGE</u>	United States	December 24, 1990	74126086	January 4, 1994	1815344	Registered
<u>HOKE (Stylized)</u> 	United States	January 13, 1993	74348220	April 5, 1994	1829182	Registered
<u>MULTIMITE</u>	United States	February 11, 1991	74138403	December 17, 1991	1668377	Registered
<u>ROTO-BALL</u>	United States	September 14, 1962	72153172	August 13, 1963	754445	Registered
<u>SELECTO-MITE</u>	United States	August 15, 1991	74195023	June 23, 1992	1695785	Registered
<u>THE LEAK-DETECTIVE and Design</u> 	United States	December 14, 1990	74123418	August 13, 1996	1993709	Registered
<u>TOMCO</u>	United States	February 29, 2000	75931556	February 20, 2001	2429907	Registered

CIRCOR International, Inc.

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status

<u>ECO PILOT and Design</u> 	United States	December 14, 2011	85495075	May 14, 2013	4335806	Registered
<u>NICHOLSON</u>	United States	December 21, 2011	85500932	January 1, 2013	4267032	Registered
<u>CIRCOR and Design</u> 	United States	May 16, 2011	85322094	November 6, 2012	4238548	Registered
<u>CIRCOR and Design</u> 	United States	May 16, 2011	85322085	November 6, 2012	4238547	Registered
<u>CIRCOR and Design</u> 	United States	May 16, 2011	85322078	November 6, 2012	4238546	Registered
<u>CONTROMATICS</u>	United States	January 25, 2016	86885641	August 30, 2016	5031707	Registered

Deltavalve, LLC

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status
<u>DELTADISC</u>	United States	December 28, 1999	75895747	March 19, 2002	2548931	Registered

<u>DELTA GUARD</u>	United States	February 27, 2003	76493355	August 31, 2004	2878539	Registered
<u>DELTA VALVE</u>	United States	August 11, 2009	77801656	October 11, 2011	4036734	Registered
<u>DELTA WEDGE</u>	United States	December 28, 1999	75895789	November 12, 2002	2647835	Registered
<u>DELTA GLIDE</u>	United States	July 25, 2003	78279167	September 27, 2005	3002662	Registered

Downstream Aggregator, LLC

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status
<u>CRITICAL FLOW SOLUTIONS</u> (Stylized)	United States	September 23, 2015	86766369			Pending

Leslie Controls, Inc.

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status
<u>SOLL CON</u>	United States	June 18, 1987	73667100	February 2, 1988	1474839	Registered
<u>AEROFLOW</u>	United States	January 14, 1994	74479663	September 3, 1996	1997806	Registered

<u>CONSTANTEMP</u>	United States	February 7, 2012	85535873	October 2, 2012	4217185	Registered
<u>LESLIE (Styl-ized)</u> 	United States	October 11, 1947	71537597	June 17, 1952	560044	Registered
<u>LESLIE (Styl-ized)</u> 	United States	July 12, 1950	71600542	December 8, 1953	583267	Registered
<u>LESLIE (Styl-ized)</u> 	United States	February 7, 2012	85535892	October 2, 2012	4217187	Registered
<u>LESLIE (Styl-ized)</u> 	United States	July 12, 1950	71600543	October 13, 1953	580899	Registered
<u>LESLIE (Styl-ized)</u> 	United States	November 23, 1970	72376926	May 1, 1973	958134	Registered
<u>LESLIE AIRMATE (Styl-ized)</u> 	United States	February 27, 1970	72352643	December 15, 1970	904155	Registered

<u>LESLIE</u> <u>AIRMATE and</u> <u>Design</u> 	United States	July 14, 1970	72365227	April 11, 1972	932171	Registered
<u>LESLIE</u> <u>EVENTEMP</u> <u>(Stylized)</u> 	United States	March 23, 1971	72387174	January 30, 1973	951881	Registered
<u>LESLIE</u> <u>SUPERTYFON</u>	United States	July 14, 1970	72365226	May 30, 1972	934895	Registered
<u>LESLIE-</u> <u>CONSTANTEMP</u>	United States	January 13, 1965	72209868	May 24, 1966	808856	Registered
<u>LES-SONIC</u>	United States	November 13, 1972	72441034	January 8, 1974	976228	Registered
<u>LES-SONIC</u>	United States	November 13, 1972	72441035	January 1, 1974	975916	Registered
<u>LES-SONIC</u>	United States	January 25, 1984	73462588	December 11, 1984	1308620	Registered
<u>SUPERTYFON</u> <u>(Stylized)</u> 	United States	March 13, 1952	71626394	April 7, 1953	572947	Registered



<u>CPC-CRYOLAB</u> (Stylized)	United States	October 1, 2002	76454281	February 3, 2004	2810007	Registered
<u>CIRCOR SELECT</u>	United States	August 16, 2010	85108259	March 6, 2012	4109679	Registered
<u>ECONOSTEAM</u>	United States	April 16, 2009	77714985	February 1, 2011	3914845	Registered
<u>FIRE-CIDE</u>	United States	August 24, 1977	73138699	March 21, 1978	1087662	Registered

SPENCE ENGINEERING CO., INC.

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status
CRYOTREE	United States	11/12/1998	75/586,700	2/8/2000	2,316,105	Registered

TapcoEnpro, LLC

Trademark	Jurisdiction	App. Date	App. No	Reg. Date	Reg. No	Status
<u>BOLT-LESS SLIDE VALVE</u>	United States	April 29, 1999	75693512	June 24, 2003	2730852	Registered
<u>TAPCO</u>	United States	March 6, 2000	75936738	October 30, 2001	2501579	Registered
<u>TAPCOENPRO</u>	United States	September 9, 2016	87166683			Pending

<u>TAPCOENPRO INTERNATIONAL and Design</u> 	United States	September 9, 2016	87166776			Pending
TAPCOENPRO and Design 	United States	May 2, 2017	87434027			Pending

Colfax Fluid Handling Reliability Services Company

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
United States	AIM	87206125	Oct 17, 2016			Pending
United States	AIM ASSESS IMPLEMEN T MEASURE and design	87254146	Dec 1, 2016			Pending
United States	LSC	75107052	May 20, 1996	2151729	Apr 21, 1998	Registered
United States	LUBRIMAT E	75562665	Sep 21, 1998	2318427	Feb 15, 2000	Registered
United States	LUBRIMIS T	73355339	Mar 17, 1982	1267700	Feb 21, 1984	Registered
United States	MISTLOCK	85358274	Jun 28, 2011	4436930	Nov 19, 2013	Registered
United States	THERMOJE T	74585457	Oct 13, 1994	1927962	Oct 17, 1995	Registered

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	Status
United States	THERMOJET	77318949	Nov 1, 2007	3475415	Jul 29, 2008	Registered

Clarus Fluid Intelligence, LLC

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	Status
United States	CLARUS	74466726	Nov 30, 1993	2008844	Oct 15, 1996	Registered
United States	CLARUS FLUID INTELLIGENCE	85306555	Apr 27, 2011	4195558	Aug 21, 2012	Registered
United States	CLARUS	77628677	Dec 8, 2009	3704530	Nov 3, 2009	Registered
United States	CLARUS	77628675	Dec 8, 2008	3704529	Nov 3, 2009	Registered
United States	COMPREHENSIVE MONITORED FLUSH	77860455	Oct 29, 2009	3875785	Nov 16, 2010	Registered

Circor Precision Metering, LLC

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	Status
United States	ZeDRIVE	75495484	Jun 3, 1998	2548685	Mar 19, 2002	Registered
United States	ZENITH	72052994	Jun 5, 1958	674143	Feb 17, 1959	Registered

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	Status
United States	ZENITH	73186595	Sep 22, 1978	1133502	Apr 22, 1980	Registered

TRADEMARK LICENSES

None.