

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BJM Pumps, LLC		02/08/2019	Limited Liability Company: CONNECTICUT
Stancor, L.P.		02/08/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3578819	BJM PUMPS
Registration Number:	4623806	FAHRENHEIT
Registration Number:	4675189	LWA
Registration Number:	4623805	MOP-UP
Registration Number:	3582356	PERFECTA
Registration Number:	4845022	RAD-AX
Registration Number:	3578823	SEAL MINDER
Registration Number:	3582355	SILVER BULLET
Registration Number:	2866290	OIL MINDER
Serial Number:	87944087	THE PUMP YOU NEED, GUARANTEED!
Serial Number:	87086362	OIL MINDER
Serial Number:	87218856	STANCOR
Serial Number:	87218889	STANCOR

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.

TRADEMARK

Phone: 3125778467
Email: rebecca.paul@kattenlaw.com
Correspondent Name: Rebecca A. Paul c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca A. Paul
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SIGNATURE:	/Rebecca A. Paul/
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DATE SIGNED:	02/08/2019
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2019, is made by BJM Pumps, LLC, ("BJM") and Stancor, L.P. ("Stancor") (each a "Grantor" and, collectively, the "Grantors"), in favor of BMO Harris Bank N.A. ("BMO"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the Issuing Banks (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 8, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Loan Parties, the Lenders and the Issuing Banks from time to time party thereto and BMO, as Agent for the Lenders and the Issuing Banks, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and 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 Agent for the benefit of the Secured Parties, and grants to the 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 of such Grantor (the "Trademark Collateral"), but excluding, in any event, any Excluded Property (as defined in the Guaranty and Security Agreement)):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

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

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, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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.

Section 7. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under federal law, the Trademark Collateral shall not include any applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filings of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted,

whereupon such applications shall be automatically subject to the security interest granted herein.

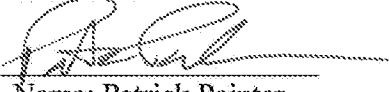
Section 8. Release and Termination. At the time provided in subsection 9.02(c) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

STANCOR, L.P.
as Grantor

By: 
Name: Patrick Painter
Title: Chief Financial Officer

BJM PUMPS, LLC
as Grantor

By: 
Name: Patrick Painter
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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.

Very truly yours,

STANCOR, L.P.
as Grantor

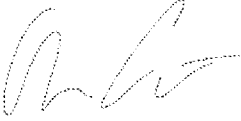
By: _____
Name: Patrick Painter
Title: Chief Financial Officer

BJM PUMPS, LLC
as Grantor

By: _____
Name: Patrick Painter
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as Agent

By: 
Name: Andrew Ault
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Loan Party	Trademark or Trademark Application	Application Number	Filing Date	Registration Number	Registration Date
BJM Pumps, LLC	BJM PUMPS	77367778	1/9/2008	3578819	2/24/2009
BJM Pumps, LLC	FAHRENHEIT	86175036	1/24/2014	4623806	10/21/2014
BJM Pumps, LLC	LWA	86310407	6/16/2014	4675189	1/20/2015
BJM Pumps, LLC	MOP-UP	86175009	1/24/2014	4623805	10/21/2014
BJM Pumps, LLC	PERFECTA	77368334	1/10/2008	3582356	3/3/2009
BJM Pumps, LLC	RAD-AX	86570538	3/19/2015	4845022	11/3/2015
BJM Pumps, LLC	SEAL MINDER	77368308	1/10/2008	3578823	2/24/2009
BJM Pumps, LLC	SILVER BULLET	77368266	1/10/2008	3582355	2/23/2009
Stancor, L.P.	OIL MINDER	76517556	5/27/2003	2866290	7/27/2004

2. TRADEMARK APPLICATIONS

Loan Party	Trademark or Trademark Application	Application Number	Filing Date
BJM Pumps, LLC	THE PUMP YOU NEED, GUARANTEED!	87944087	5/31/2018
Stancor, L.P.	OIL MINDER	87086362	6/28/2016
Stancor, L.P.	STANCOR	87218856	10/28/2016
Stancor, L.P.	STANCOR	87218889	10/28/2016