

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RED VALVE COMPANY, INC.		12/31/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., AS COLLATERAL AGENT		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	0882002	REDFLEX	
Registration Number:	1340395	TIDEFLEX	
Registration Number:	1982161	RED VALVE	
Registration Number:	1982162	RV	
Registration Number:	2657185	WATERFLEX	
Registration Number:	2841684	WEIRFLEX	
Registration Number:	2994470	MEGAFLEX	
Registration Number:	3932361	CHECK MATE	
Registration Number:	4337309	TIDEFLEX TECHNOLOGIES	
Registration Number:	4455773	TIDEFLEX TECHNOLOGIES	
Registration Number:	5788241	ULTRAFLEX	
Serial Number:	87707384	SNAP PRESSURE	
Serial Number:	88720129	RKL	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<i>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.</i>			
Phone:	6129778287		

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Email: enewby@taftlaw.com
Correspondent Name: Emma Newby
Address Line 1: 80 South 8th Street
Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 36330-00193

NAME OF SUBMITTER: Emma Newby

SIGNATURE: /Emma Newby/

DATE SIGNED: 01/04/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020 (the "Trademark Security Agreement"), is made by RED VALVE COMPANY, INC., a Pennsylvania corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A. as collateral agent (in such capacity, "Collateral Agent") for the Bank Agent (as defined in the Intercreditor Agreement defined below), the "Banks" appearing on the signature pages of the Intercreditor Agreement (the "Lenders") and the "Noteholders" appearing on the signature page of the Intercreditor Agreement (the "Noteholders").

WITNESSETH:

Lenders have previously severally agreed to extend credit to DeZURIK, Inc. (the "Parent") pursuant to the Credit Agreement dated as of May 10, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Credit Agreement") by and among Bank Agent, the Lenders, the Parent and the other loan parties party thereto.

The Parent and the Noteholders have previously entered into the Amended and Restated Note Purchase Agreement dated as of July 3, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Note Agreement") pursuant to which the Noteholders have purchased certain senior secured promissory notes issued by the Parent.

Collateral Agent, the Bank Agent and the Noteholders have previously entered into an Amended and Restated Intercreditor and Collateral Agency Agreement dated as of May 10, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Intercreditor Agreement") pursuant to which, among other things, Collateral Agent was appointed as collateral agent for the Bank Agent, the Lenders and the Noteholders.

As of the date hereof, the Grantor has joined the Credit Agreement, the Note Agreement and each Guaranty Agreement (as defined in the Intercreditor Agreement), in each case, as a Guarantor thereunder, and as security for the obligations of the Grantor and the other Loan Parties to the Bank Agent, the Lenders and the Noteholders, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Bank Agent, and the Noteholders to extend credit and provide other financial accommodations to the Grantor and the other Loan Parties, the Grantor hereby agrees with Collateral Agent as follows:

1. 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 all of the obligations of the Grantor and the other Loan Parties to the Bank Agent, the Lenders and the Noteholders, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Bank Agent, the Lenders and Noteholders, and grants to the Collateral Agent for the benefit of the Bank Agent, the Lenders and Noteholders, a Lien on and security interest in, all of its

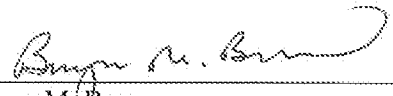
right, title and interest in, to and under the following collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all related Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, 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 and proceeds 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.
2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to that certain Amended and Restated Collateral Agreement dated as of May 10, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Collateral Agreement"), and the 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in the Collateral Agreement.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and related Trademark Licenses subject to a security interest hereunder.
4. 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.
5. 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 Minnesota.

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IN WITNESS WHEREOF, the 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.

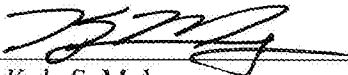
RED VALVE COMPANY, INC.

By: 
Name: Bryan M. Burns
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as Collateral
Agent

By: 
Name: Kyle S. Mulrooney
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Red Valve Company, Inc.	<i>Redflex</i>	USA	72/318,678	882,002	February 7, 1969	December 9, 1969
Red Valve Company, Inc.	TIDEFLEX	USA	73504534	1,340,395	October 18, 1984	June 11, 1985
Red Valve Company, Inc.	RED VALVE	USA	74/629,522	1,982,161	February 3, 1995	June 25, 1996
Red Valve Company, Inc.	RV	USA	74/629,639	1,982,162	February 3, 1995	June 25, 1996
Red Valve Company, Inc.	WATERFLEX	USA	76294932	2,657,185	August 3, 2001	December 3, 2002
Red Valve Company, Inc.	WEIRFLEX	USA	78161860	2,841,684	September 9, 2002	May 11, 2004
Red Valve Company, Inc.	MEGAFLEX	USA	78/355,663	2,994,470	January 22, 2004	September 13, 2005
Red Valve Company, Inc.	CHECK MATE	USA	77/908,809	3,932,361	January 11, 2010	March 15, 2011
Red Valve Company, Inc.	TIDEFLEX TECHNOLOGIES	USA	85/583,337	4,337,309	March 29, 2012	May 21, 2013
Red Valve Company, Inc.	TIDEFLEX TECHNOLOGIES	USA	85/581,053	4,455,773	March 27, 2012	December 24, 2013
Red Valve Company, Inc.	ULTRAFLEX	USA	87/308,624	5,788,241	January 20, 2017	June 25, 2019
Red Valve Company, Inc.	RED VALVE	Canada	1,188,287	TMA 669413	September 3, 2003	August 8, 2006

Grantor	Trademark	Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Red Valve Company, Inc.	TIDEFLEX	Canada	1,188,286	TMA 623768	September 3, 2003	October 27, 2004
Red Valve Company, Inc.	TIDEFLEX	China	3,101,727	3,101,727	February 27, 2002	July 28, 2003
Red Valve Company, Inc.	TIDEFLEX	Hong Kong	300059599	300059599	August 7, 2003	August 6, 2023
Red Valve Company, Inc.	CHECKMATE	China	12,729,583	12,729,583	June 8, 2013	October 28, 2014
Red Valve Company, Inc.	CHECKMATE	Hong Kong	302614211	302614211	May 21, 2013	May 21, 2013
Red Valve Company, Inc.	CHECKMATE	Thailand	893735	TM396490	May 23, 2013	June 11, 2015
Red Valve Company, Inc.	CHECKMATE	Indonesia	D00 2013 025098	IDM000491170	May 28, 2013	August 10, 2015
Red Valve Company, Inc.	CHECKMATE	Malaysia	2013007443	2013007443	May 29, 2013	May 14, 2014
Red Valve Company, Inc.	DUCKBILL	China	4233399	4,233,399	August 23, 2004	January 28, 2007
Red Valve Company, Inc.		China	7,256,437	7,256,437	March 16, 2009	January 7, 2013
Red Valve Company, Inc.	SNAP PRESSURE	USA	87/707384	N/A	December 4, 2017	N/A
Red Valve Company, Inc.	RKL	USA	88/720129	N/A	December 9, 2019	N/A

TRADEMARK

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RECORDED: 01/04/2021