

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4466635

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	HYDRA-STOP LLC	06/14/2017
RECEIVING PARTY DATA		
Name:	THE PRIVATEBANK AND TRUST COMPANY	
Street Address:	120 SOUTH LASALLE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	8627843	
Patent Number:	6125868	
Patent Number:	9644779	
Patent Number:	6810903	
Application Number:	14586386	
CORRESPONDENCE DATA		
Fax Number:	(617)946-4801	
<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:	(312) 460-5612	
Email:	bosippto@seyfarth.com	
Correspondent Name:	WHITNEY K. SCHMIDT	
Address Line 1:	233 S. WACKER DRIVE	
Address Line 2:	SUITE 8000	
Address Line 4:	CHICAGO, ILLINOIS 60606-6448	
ATTORNEY DOCKET NUMBER:	058550-67	
NAME OF SUBMITTER:	WHITNEY K. SCHMIDT	
SIGNATURE:	/Whitney K. Schmidt/	
DATE SIGNED:	06/19/2017	
Total Attachments: 8		

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 14, 2017, by HYDRA-STOP LLC, a Delaware limited liability company (the "Company"; and together any other Person that becomes a Grantor as provided herein, the "Grantors" and each, a "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent").

RECITALS

A. Each Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;


- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HYDRA-STOP LLC

By: 
Name: Andrew J. Kahlenberg
Title: VP

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____
Name: Andrew C. Kahlenberg
Title: Managing Director

*Signature Page to Patent & Trademark
Security Agreement*

PATENT
REEL: 042748 FRAME: 0389

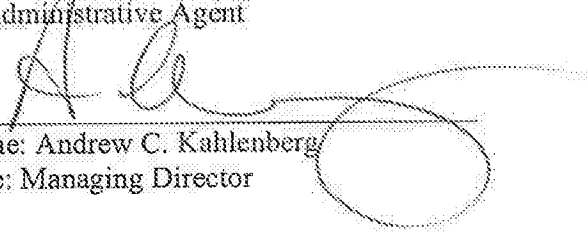
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HYDRA-STOP LLC

By: _____
Name: _____
Title: _____

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Name: Andrew C. Kahlenberg
Title: Managing Director

*Signature Page to Patent & Trademark
Security Agreement*

PATENT
REEL: 042748 FRAME: 0390

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
HSF 250	8/4/15	4785972
HSF 250 PATRIOT SERIES	8/25/15	4799794
HYDRA-STOP	3/20/90	1587428
HYDRA-STOPPER	9/15/15	4812165
HYDRA-TAP	11/18/97	2113391
HYDRA-TAPPER	9/15/15	4812160
INSTA-DAM	10/4/05	3003454
INSTA-VALVE	10/29/96	2011999
INSTA-VALVE 250 PATRIOT SERIES	2/2/16	4894849
IV 250 PATRIOT SERIES	4/12/16	4938124
IVP 250	7/15/14	4567498
JR. HYDRA-STOPPER	12/12/06	3182397

Non-U.S. Trademarks

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Australia	HYDRA-STOP	11/4/10	1359134
Canada	HYDRA-STOP	11/18/94	TMA436018
China	HYDRA-STOP	8/7/11	8288300
New Zealand	HYDRA-STOP	8/8/11	823537
United Kingdom	HYDRA-STOP	8/29/97	2029731
Canada	INSTA-VALVE	2/14/01	TMA541171

Non-U.S. Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>App. Date</u>	<u>App. No.</u>
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Canada	HSF 250	5/29/15	1729516
Canada	HSF 250 PATRIOT SERIES	5/29/15	1729514
Canada	INSTA-VALVE 250 PATRIOT SERIES	5/29/15	1729512

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patents

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Gate valve assembly for installation in pressurized pipes	8627843	1/14/14	6/1/2032
Method and apparatus for maintaining valves in a water distribution system	6125868	10/3/00	10/21/2018
Gate Valves for installation in Pressurized Pipes	9644779	5/9/17	7/3/2035
Conduit Flow Controller	6810903	11/2/04	4/21/19

U.S. Patent Applications

<u>Title</u>	<u>Patent Application No.</u>	<u>Application Date</u>
Linestops, Nozzles and Completion plugs for Installation in Pressurized Pipes	14/586386	12/30/14

Non-U.S. Patents

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
Gate Valve Assembly for installation in Pressurized Pipe	Australia	2013267192	10/29/15

Non-U.S. Patent Applications

<u>Title Inventor(s)</u>	<u>Country</u>	<u>Filing Date</u>	<u>Application No.</u>
Gate Valve Assembly for installation in	Canada	5/31/13	2874159

Pressurized Pipe

Gate Valve
Assembly for
installation in
Pressurized Pipe

WPO

5/31/13

13/43666