

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404779

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NELSON GLOBAL PRODUCTS, INC.		10/28/2016	Corporation: INDIANA
TUBE SPECIALITIES CO., INC.		10/28/2016	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A., as administrative agent		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1139392	NELSON	
<b>Registration Number:</b>	3934880	HARMONY	
<b>Registration Number:</b>	4099915	A CLEAR DIRECTION FOR THE FUTURE	
<b>Registration Number:</b>	4094438	GT EXHAUST	
<b>Registration Number:</b>	4094439	GT EXHAUST	
<b>Registration Number:</b>	3735944	PURITY	
<b>Registration Number:</b>	4562271	THERMAL ARMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435795		
<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>			
<b>Phone:</b>	404-443-5744		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Elizabeth A. Buckley, McGuireWoods LLP		
<b>Address Line 1:</b>	1230 Peachtree Street, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3534		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Buckley		

OP \$190.00 1139392

<b>SIGNATURE:</b>	/Elizabeth A. Buckley/
<b>DATE SIGNED:</b>	11/08/2016
<b>Total Attachments: 11</b> source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page1.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page2.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page3.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page4.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page5.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page6.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page7.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page8.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page9.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page10.tif source=Active_83692209_1_Nelson - Trademark Security Agreement (Executed)#page11.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2016, is made by **NELSON GLOBAL PRODUCTS, INC.**, an Indiana corporation (“NGP”), and **TUBE SPECIALITIES CO., INC.**, an Oregon corporation (“TSCO”) (each a “Grantor” and, collectively, the “Grantors”), in favor of **BMO HARRIS BANK N.A.**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, Swing Line Lender and the Letter of Credit Issuer (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated on or about the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **NELSON INTERMEDIATE HOLDINGS CORP.**, a Delaware corporation (“Holdings”), **NGP**, **PEORIA TUBE FORMING CORP.**, an Illinois corporation (“Peoria Tube”), **TSCO**, **WATER WORKS MANUFACTURING, INC.**, a Delaware corporation (“Water Works” and, together with Holdings, the Company, Peoria Tube and TSCO, collectively, the “Borrowers”), and **NELSON MIDCO CORP.**, a Delaware corporation (“MidCo”) (each a “Grantor” and, collectively, the “Grantors”), the other Credit Parties, the Lenders from time to time party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge 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, Swing Line Lender, the Letter of Credit Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders, Swing Line Lender and the Letter of Credit Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge 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 grants to the Administrative 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”):

- (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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge 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 each case, as determined in such Grantor's reasonable business judgment, in connection with its 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.

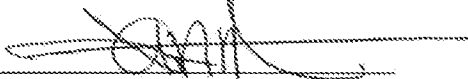
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

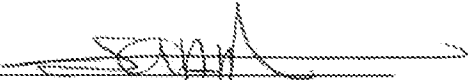
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**NELSON GLOBAL PRODUCTS, INC.**

By:   
Name: Sergio Cabada  
Its: Chief Financial Officer

**TUBE SPECIALTIES CO., INC.**

By:   
Name: Sergio Cabada  
Its: Chief Financial Officer

[Signatures continued on following page]

ACCEPTED AND AGREED  
as of the date first above written:

**BMO HARRIS BANK N.A.**,  
as Administrative Agent

By:   
Name: Craig Thistlethwaite  
Its: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005917 FRAME: 0225**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Mark</u>	<u>Registration Number</u>
MVG Acquisition Corp	United States	Registered	NELSON and Design 	1,139,392
Nelson Global Products, Inc.	United States	Registered	HARMONY	3,934,880
Nelson Global Products, Inc.	United States	Registered	A CLEAR DIRECTION FOR THE FUTURE	4,099,915
Nelson Global Products, Inc.	United States	Registered	GT EXHAUST	4,094,438
Nelson Global Products, Inc.	United States	Registered	GT EXHAUST (& design)	4,094,439
Nelson Global Products, Inc.	United States	Registered	PURITY	3,735,944
Tube Specialties Co., Inc.	United States	Registered	THERMAL ARMOR	4,562,271
Nelson Global Products, Inc.	Switzerland	Registered	BURGESS	402646
Nelson Global Products, Inc.	United Kingdom	Registered	BURGESS	989956
Nelson Global Products, Inc.	India	Registered	NELSON	856583



Nelson Global Products, Inc.	India	Registered	NELSON	856584
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON	1736390
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON	1911564
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON	1762703
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON	2018655
Nelson Global Products, Inc.	Ecuador	Registered	NELSON	814008
Nelson Global Products, Inc.	Canada	Registered	NELSON & Design (Nelson Logo)	TMA444488
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON & Design (Nelson Logo)	1736391
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON & Design (Nelson Logo)	1911566
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON & Design (Nelson Logo)	1762704
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON & Design (Nelson Logo)	2018656
Nelson Global Products, Inc.	Benelux	Registered	NELSON & Design (Nelson Logo)	529706

Nelson Global Products, Inc.	Benelux	Registered	NELSON & Design (Nelson Logo)	423999
Nelson Global Products, Inc.	Switzerland	Registered	NELSON & Design (Nelson Logo)	P-353675
Nelson Global Products, Inc.	Switzerland	Registered	NELSON & Design (Nelson Logo)	P-407318
Nelson Global Products, Inc.	Germany	Registered	NELSON & Design (Nelson Logo)	1054545
Nelson Global Products, Inc.	Germany	Registered	NELSON & Design (Nelson Logo)	2058902
Nelson Global Products, Inc.	France	Registered	NELSON & Design (Nelson Logo)	1380638
Nelson Global Products, Inc.	France	Registered	NELSON & Design (Nelson Logo)	92442746
Nelson Global Products, Inc.	Italy	Registered	NELSON & Design (Nelson Logo)	1543983
Nelson Global Products, Inc.	Australia	Registered	NELSON & Design (Nelson Logo)	526169
Nelson Global Products, Inc.	Australia	Registered	NELSON & Design (Nelson Logo)	537931
Nelson Global Products, Inc.	Australia	Registered	NELSON & Design (Nelson Logo)	801870
Nelson Global Products, Inc.	Canada	Registered	NELSON & Design (Nelson Logo)	TMA301943

Nelson Global Products, Inc.	Denmark	Registered	NELSON & Design (Nelson Logo)	VR198801013
Nelson Global Products, Inc.	Denmark	Registered	NELSON & Design (Nelson Logo)	VR199401568
Nelson Global Products, Inc.	Spain	Registered	NELSON & Design (Nelson Logo)	M1168395
Nelson Global Products, Inc.	United Kingdom	Registered	NELSON & Design (Nelson Logo)	2117501
Nelson Global Products, Inc.	Ireland	Registered	NELSON & Design (Nelson Logo)	129660
Nelson Global Products, Inc.	Republic of Korea	Registered	NELSON & Design (Nelson Logo)	40-0151816
Nelson Global Products, Inc.	Republic of Korea	Registered	NELSON & Design (Nelson Logo)	40-0291722
Nelson Global Products, Inc.	Republic of Korea	Registered	NELSON & Design (Nelson Logo)	40-0833320
Nelson Global Products, Inc.	Mexico	Registered	NELSON & Design (Nelson Logo)	428241
Nelson Global Products, Inc.	Norway	Registered	NELSON & Design (Nelson Logo)	138216
Nelson Global Products, Inc.	Norway	Registered	NELSON & Design (Nelson Logo)	162559
Nelson Global Products, Inc.	Portugal	Registered	NELSON & Design (Nelson Logo)	237568

Nelson Global Products, Inc.	Portugal	Registered	NELSON & Design (Nelson Logo)	237567
Nelson Global Products, Inc.	Sweden	Registered	NELSON & Design (Nelson Logo)	335254
Nelson Global Products, Inc.	Greece	Registered	NELSON & Design (Nelson Logo)	225902
Nelson Global Products, Inc.	Hong Kong	Registered	NELSON & device (Column Logo)	19912921AA
Nelson Global Products, Inc.	Italy	Registered	NELSON (Figurative)	1221322
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON (In Chinese Characters)	1736389
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON (In Chinese Characters)	1911565
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON (In Chinese Characters)	1752678
Nelson Global Products, Inc.	China (People's Republic)	Registered	NELSON (In Chinese Characters)	1752283
Nelson Global Products, Inc.	United Kingdom	Registered	NELSON ECO-CLEAN & Design	2163576
Nelson Global Products, Inc.	Canada	Registered	Nelson/Winslow & Design	TMA198859
Nelson Global Products, Inc.	Australia	Registered	POOLDECK	1339063

Nelson Global Products, Inc.	Australia	Registered	POOLDECK EQUIPMENT & Design	779087
Nelson Global Products, Inc.	Australia	Registered	TUBE ENGINEERS	1339064
Nelson Global Products, Inc.	United Kingdom	Registered	WINSLOW	2001636
Nelson Global Products, Inc.	Italy	Registered	WINSLOW	1299929
Nelson Global Products, Inc.	Australia	Registered	W Winslow & Design	233389

2. TRADEMARK APPLICATIONS

None.