

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clyde Union Inc.		03/30/2020	Corporation: MICHIGAN
S & N Pump Company		03/30/2020	Corporation: TEXAS
Boardwalk Parent, LLC		03/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas, as Collateral Agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	0810432	UNICHEM
Registration Number:	0587514	UNI-LOK
Registration Number:	4505687	UNI-LOK ZERO
Registration Number:	3988378	UNION
Registration Number:	3106470	S & N
Registration Number:	3522520	SNSAFE
Registration Number:	1550061	D
Registration Number:	1287813	DOLLINGER
Registration Number:	1946996	BALL-TROL
Registration Number:	1449281	CAV-B9
Registration Number:	1228163	COPEP-VULCAN
Registration Number:	3462034	GD ENGINEERING
Registration Number:	1297380	HUSH
Registration Number:	3466343	MAGMO
Registration Number:	3061574	M & J
Registration Number:	3462039	M & J VALVE
Registration Number:	5069001	RAVEN

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	03/31/2020

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Clyde Union Inc.
4600 West Dickman Road
Battle Creek, MI 49037
Corporation - Michigan, USA
- 2. S & N Pump Company
8002 Breen Road
Houston, TX 77064
Corporation - Texas, USA
- 3. Boardwalk Parent, LLC
One Manhattanville Road, Suite 201
Purchase, NY 10577
Limited Liability Company - Delaware

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Partnership

Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BNP Paribas, as Collateral Agent

Street Address: 787 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 30, 2020

- Assignment Merger
- Security Agreement Change of Name
- Other Security Interest (Second Lien)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal - Intellectual Property

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08540.018 (2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

Doris Ka

March 30, 2020

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Intellectual Property

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 30, 2020 (this “Notice”), made by BOARDWALK PARENT, LLC (the “Borrower”) and each Subsidiary of the Borrower party hereto (collectively, the “Pledgors”), in favor of BNP PARIBAS, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, each subsidiary of the Borrower identified therein and BNP Paribas, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

CLYDE UNION INC.

By: 
Name: Chris McVicker
Title: President and Treasurer

S & N PUMP COMPANY

By: 
Name: Chris McVicker
Title: President and Treasurer

BOARDWALK PARENT, LLC

By: 
Name: Chris McVicker
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK
REEL: 006903 FRAME: 0601

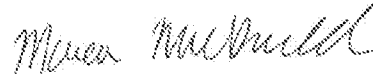
BNP PARIBAS,
as Collateral Agent,



Denise Chow
Director

By: _____

Name:
Title:



By: _____

Name: Mara MacDonald
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (Second Lien) in Trademarks

Owner	Mark	Reg. No.	Reg. Date
Clyde Union Inc.	UNICHEM	0810432	6/28/1966
Clyde Union Inc.	UNI-LOK	0587514	3/30/1954
Clyde Union Inc.	UNI-LOK ZERO	4505687	4/1/2014
Clyde Union Inc.	UNION	3988378	7/5/2011
S & N Pump Company	S & N	3106470	06/20/2006
S & N Pump Company	SNSAFE	3522520	10/21/2008
Boardwalk Parent, LLC	D (Stylized)	1,550,061	8/1/1989
Boardwalk Parent, LLC	Dollinger	1,287,813	7/31/1984
Boardwalk Parent, LLC	BALL-TROL	1,946,996	1/9/1996
Boardwalk Parent, LLC	CAV-B9	1,449,281	7/28/1987
Boardwalk Parent, LLC	COPEP-VULCAN	1,228,163	2/22/1983
Boardwalk Parent, LLC	GD ENGINEERING	3,462,034	7/8/2008
Boardwalk Parent, LLC	HUSH	1,297,380	9/25/1984
Boardwalk Parent, LLC	MAGMO	3,466,343	7/15/2008
Boardwalk Parent, LLC	M & J	3,061,574	2/28/2006
Boardwalk Parent, LLC	M & J VALVE	3,462,039	7/8/2008
Boardwalk Parent, LLC	RAVEN	5,069,001	10/25/2016