

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEAVER-BROOKS, INC.		06/30/2014	CORPORATION: DELAWARE
HOLMAN BOILER WORKS, INC.		06/30/2014	CORPORATION: DELAWARE
TRABUE PACKAGE BOILER CO.		06/30/2014	CORPORATION: MISSOURI
CBK AND ASSOCIATES, INC.		06/30/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55420
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	575242	CLEAVERBROOKS
Registration Number:	708411	BOILERMATE
Registration Number:	721008	HEV-E-DUTY
Registration Number:	892464	SPRAYMASTER
Registration Number:	987858	CB
Registration Number:	1416407	
Registration Number:	1418155	CLEAVER BROOKS
Registration Number:	1441988	THE BOILER SUPERMARKET
Registration Number:	1443562	THE BOILER SUPERMARKET
Registration Number:	1448885	
Registration Number:	1455141	MAX-FIRE
Registration Number:	1460767	
Registration Number:	1496676	HOLMAN BOILER WORKS INC.
Registration Number:	1497069	HOLMAN BOILER WORKS INC.
Registration Number:	1529586	IC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1715306	CB-HAWK
Registration Number:	1717786	CB-HAWK
Registration Number:	1963346	MAX-FLOW
Registration Number:	2805139	CLEARFIRE
Registration Number:	3084957	PROFIRE
Registration Number:	3264522	BOILERSPEC
Registration Number:	3728800	CLEAVER BROOKS
Registration Number:	3959593	BOOST
Registration Number:	4209982	HAWK
Serial Number:	85525698	CLEAVERBROOKS

CORRESPONDENCE DATA

Fax Number: 2024202201

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: 202-420-2200

Email: gregoryd@dicksteinshapiro.com

Correspondent Name: Dickstein Shapiro LLP

Address Line 1: 1825 Eye Street NW

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	F8800.3606
NAME OF SUBMITTER:	Donald A. Gregory
SIGNATURE:	/dag/
DATE SIGNED:	07/18/2014

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 30, 2014 (this "**Agreement**"), among CLEAVER-BROOKS, INC., a Delaware corporation (the "**Company**") HOLMAN BOILER WORKS, INC., a Delaware corporation ("**Holman Boiler**"), TRABUE PACKAGE BOILER CO., a Missouri corporation ("**Trabue Package Boiler**"), and CBK AND ASSOCIATES, INC., a Illinois corporation ("**CBK**", and, together with the Company, Holman Boiler and Trabue Package Boiler, the "**Grantors**" and each, a "**Grantor**"), and Wilmington Trust, National Association ("**Wilmington Trust**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Senior Secured Notes Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Company, the grantors party thereto and the Collateral Agent, and (b) the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Indenture**"), among the Company, Cleaver-Holdings, Inc., the other guarantors party thereto, and Wilmington Trust, as trustee and as Collateral Agent. Pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Security Agreement. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States federal trademark registrations and applications listed on Schedule I;

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(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “*Trademarks*”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Security 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 Security Agreement. Each Grantor 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 Security 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts that are reasonably necessary or that the Collateral Agent (or the Collateral Agent’s agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

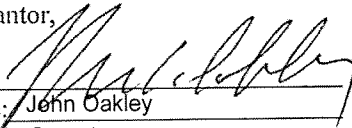
SECTION 8. Concerning the Collateral Agent. Wilmington Trust is entering this Agreement solely in its capacity as Collateral Agent under the Indenture and the Security Agreement and shall be entitled to all of the rights, privileges and immunities of the Collateral

Agent under the Indenture and the Security Agreement, as if such rights, privileges and immunities were set forth herein.

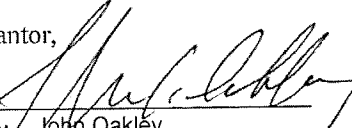
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

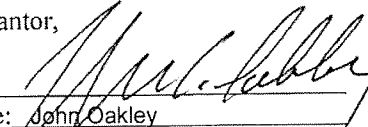
CLEAVER-BROOKS, INC.,
as Grantor,

By: 
Name: John Oakley
Title: Secretary

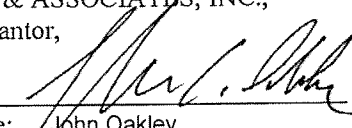
HOLMAN BOILER WORKS,
INC.,
as Grantor,

By: 
Name: John Oakley
Title: Secretary

TRABUE PACKAGE BOILER CO.,
as Grantor,

By: 
Name: John Oakley
Title: Secretary

CBK & ASSOCIATES, INC.,
as Grantor,

By: 
Name: John Oakley
Title: Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed by:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: **Jane Schwaiger**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
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**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations and Applications

Registrations



<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>	<u>Owner</u>
BOILERMATE	United States	Registered	708,411	12/13/60	Cleaver-Brooks, Inc.
BOILERSPEC	United States	Registered	3,264,522	07/17/07	Cleaver-Brooks, Inc.
BOOST	United States	Registered	3,959,593	05/10/11	Cleaver-Brooks, Inc.
CB	United States	Registered	987,858	07/09/74	Cleaver-Brooks, Inc.
CB-Hawk	United States	Registered	1,717,786	09/22/92	Cleaver-Brooks, Inc.
CB-Hawk & Design	United States	Registered	1,715,306	09/15/92	Cleaver-Brooks, Inc.
CLEARFIRE	United States	Registered	2,805,139	01/13/04	Cleaver-Brooks, Inc.
CLEAVER BROOKS & Design (Flame in Hand in Middle)	United States	Registered	3,728,800	12/22/09	Cleaver-Brooks, Inc.
CLEAVER BROOKS & Design (Flame in Hand with World & Orbits)	United States	Registered	1,418,155	11/25/86	Cleaver-Brooks, Inc.

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>	<u>Owner</u>
CLEAVERBROOKS & Design (Flame in Hand on Right)	United States	Pending	85/525,698	01/26/12	CleaverBrooks, Inc.
CLEAVERBROOKS	United States	Registered	575,242	06/02/53	Cleaver-Brooks, Inc.
HAWK	United States	Registered	4,209,982	09/18/12	Cleaver-Brooks, Inc.
IC & Design	United States	Registered	1,529,586	03/14/89	Cleaver-Brooks, Inc.
MAX-FIRE	United States	Registered	1,455,141	09/01/87	Cleaver-Brooks, Inc.
MAX-FLOW	United States	Registered	1,963,346	03/19/96	Cleaver-Brooks, Inc.
Misc. Design (Flame in Hand with Globe)	United States	Registered	1,416,407	11/11/86	Cleaver-Brooks, Inc.
PROFIRE	United States	Registered	3,084,957	04/25/06	Cleaver-Brooks, Inc.
SPRAYMASTER	United States	Registered	892,464	06/09/70	Cleaver-Brooks, Inc.
HEV-E-DUTY	United States	Registered	721,008	09/05/61	Cleaver-Brooks, Inc.

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Registered and Pending Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>	<u>Owner</u>
THE BOILER SUPERMARKET	USA	Registered	1,441,988	6/9/1987	Holman Boiler Works, Inc. (DE)
THE BOILER SUPERMARKET	USA	Registered	1,443,562	6/16/1987	Holman Boiler Works, Inc. (DE)
	USA	Registered	1,448,885	7/21/1987	Holman Boiler Works, Inc. (DE)
	USA	Registered	1,460,767	10/13/1987	Holman Boiler Works, Inc. (DE)
HOLMAN BOILER WORKS INC.	USA	Registered	1,496,676	7/19/1988	Holman Boiler Works, Inc. (DE)
HOLMAN BOILER WORKS INC.	USA	Registered	1,497,069	7/19/1988	Holman Boiler Works, Inc. (DE)

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