

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robertshaw US Holding Corp.		08/10/2017	Corporation: DELAWARE
Robertshaw Controls Company		08/10/2017	Corporation: DELAWARE
Burner Systems International, Inc.		08/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as Administrative Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1502013	P	
Registration Number:	0758044	PARAGON	
Registration Number:	0758088	PARAGON	
Registration Number:	0864981	R	
Registration Number:	0341055	RANCO	
Registration Number:	0584070	RANCO	
Registration Number:	0587824	RANCO	
Registration Number:	0509419	ROBERTSHAW	
Registration Number:	0574303	ROBERTSHAW	
Registration Number:	0569742	ROBERTSHAW	
Registration Number:	1972320	ROBERTSHAW	
Registration Number:	0857882	UNI-LINE	
Registration Number:	4807606	SMART SENSE	
Registration Number:	0872112	D-FROST-O-MATIC	
Registration Number:	1511579	SUPER CAP	
Registration Number:	3271021	SLIP-FIT	

OP \$540.00 1502013

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1957294	
Registration Number:	1010735	UNI-KIT
Registration Number:	0997555	UNI-COUPLE
Registration Number:	0566725	UNITROL
Registration Number:	1029245	KOOL-LITE

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 08/14/2017

Total Attachments: 7

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of August 10, 2017, by Robertshaw US Holding Corp., Robertshaw Controls Company and Burner Systems International, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Goldman Sachs Lending Partners LLC, in its capacity as administrative agent and collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Pledge and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, “Trademark Collateral”):

(a) all Trademarks of such Pledgor, including those listed on Schedule I attached hereto (other than Excluded Collateral); and

(b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts; Successors. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and

the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts. This Agreement (and the lien and security interest referenced hereunder) shall be binding upon the Pledgor and the Administrative Agent and their respective permitted successors, transferee and assigns (including any subsequent owner, assignee or transferee of the Trademark Collateral), and shall inure to the benefit of the Administrative Agent and the Secured Parties and their respective successors, transferees and assigns.

SECTION 5. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

ROBERTSHAW US HOLDING CORP.

By: 

Name: Aaron Rachelson
Title: Vice President

ROBERTSHAW CONTROLS COMPANY

By: 

Name: Aaron Rachelson
Title: Vice President

BURNER SYSTEMS INTERNATIONAL,
INC.

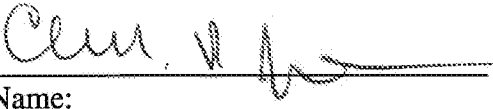
By: 

Name: Aaron Rachelson
Title: Vice President

[Signature page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

Goldman Sachs Lending Partners LLC,
as Administrative Agent

By: 
Name: _____
Title: **Charles D. Johnston**
Authorized Signatory

[Signature page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006129 FRAME: 0312

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	MARK	APPL. NO.	REG. NO.
Robertshaw US Holding Corp.	P (and Design)	73/690,925	1502013
Robertshaw US Holding Corp.	PARAGON	72/160,217	758044
Robertshaw US Holding Corp.	PARAGON	72/160,216	758088
Robertshaw US Holding Corp.	R Design	72/280,251	864981
Robertshaw US Holding Corp.	RANCO	71/381,350	341055
Robertshaw US Holding Corp.	RANCO	71/622,557	584070
Robertshaw US Holding Corp.	RANCO	71/634,164	587824
Robertshaw Controls Company	ROBERTSHAW	71/545,895	509419
Robertshaw Controls Company	ROBERTSHAW	71/626,414	574303
Robertshaw Controls Company	ROBERTSHAW (Stylized)	71/626,416	569742
Robertshaw Controls Company	ROBERTSHAW and Design	74/576,175	1972320
Robertshaw Controls Company	UNI-LINE	72/274,241	857882
Robertshaw Controls Company	SMART SENSE	86/505,832	4,807,606
Robertshaw US Holding Corp.	D-FROST-O-MATIC	72/301,247	872112
Robertshaw US Holding Corp.	SUPER CAP	73/665,194	1511579
Robertshaw Controls Company	SLIP-FIT	77/010,449	3271021
Robertshaw Controls Company	DESIGN ONLY	74/572,119	1957294
Robertshaw Controls Company	UNI-KIT	72/463,542	1010735
Robertshaw Controls Company	UNI-COUPLE	72/445,296	997555
Robertshaw Controls Company	UNITROL	71/624,851	566725
Burner Systems International, Inc.	KOOL-LITE	73/048,676	1029245

Trademark Applications:

None.