

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robertshaw US Holding Corp.		02/28/2018	Corporation: DELAWARE
Robertshaw Controls Company		02/28/2018	Corporation: DELAWARE
Burner Systems International, Inc.		02/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as administrative agent and collateral agent		
Street Address:	60 Wall Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1502013	P	
Registration Number:	758044	PARAGON	
Registration Number:	758088	PARAGON	
Registration Number:	864981	R	
Registration Number:	341055	RANCO	
Registration Number:	584070	RANCO	
Registration Number:	587824	RANCO	
Registration Number:	509419	ROBERTSHAW	
Registration Number:	574303	ROBERTSHAW	
Registration Number:	569742	ROBERTSHAW	
Registration Number:	1972320	ROBERTSHAW	
Registration Number:	857882	UNI-LINE	
Registration Number:	4807606	SMART SENSE	
Registration Number:	872112	D-FROST-O-MATIC	
Registration Number:	1511579	SUPER CAP	

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Property Type	Number	Word Mark
Registration Number:	3271021	SLIP-FIT
Registration Number:	1957294	
Registration Number:	1010735	UNI-KIT
Registration Number:	997555	UNI-COUPLE
Registration Number:	566725	UNITROL
Registration Number:	629951	DOLE
Registration Number:	626774	DOLE
Registration Number:	1029245	KOOL-LITE

CORRESPONDENCE DATA

Fax Number:

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: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: DANIEL GOLD/WHITE & CASE LLP

Address Line 1: 1221 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1111779-3012-N997

NAME OF SUBMITTER: Daniel Gold

SIGNATURE: /Daniel Gold/

DATE SIGNED: 02/28/2018

Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of February 28, 2018, by Robertshaw US Holding Corp., Robertshaw Controls Company and Burner Systems International, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Deutsche Bank AG New York Branch, 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, transferees 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: Tony W. Lee
Title: Secretary and Treasurer

Robertshaw Controls Company

By: 

Name: Tony W. Lee
Title: Secretary and Treasurer

Burner Systems International, Inc.

By: 

Name: Tony W. Lee
Title: Secretary and Treasurer

Accepted and Agreed:

Deutsche Bank AG New York Branch,
as Administrative Agent

By: Alicia Schug

Name:

Title: Alicia Schug

Vice President

By: Marguerite Sutton

Name: Marguerite Sutton

Title: Vice President

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TRADEMARK
REEL: 006281 FRAME: 0512

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
Robertshaw US Holding Corp.	DOLE	71699139	629951
Robertshaw US Holding Corp.	DOLE	71688223	626774

Burner Systems International, Inc.	KOOL-LITE	73/048,676	1029245
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Trademark Applications:

None.