

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of 2nd Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC		02/28/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Robertshaw US Holding Corp.
Street Address:	1222 Hamilton Parkway
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Corporation: DELAWARE
Name:	Robertshaw Controls Company
Street Address:	1222 Hamilton Parkway
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Corporation: DELAWARE
Name:	Burner Systems International, Inc.
Street Address:	1222 Hamilton Parkway
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Corporation: DELAWARE

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

TRADEMARK

Property Type	Number	Word Mark
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
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: 800-713-0755

Email: Michael.Violet@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: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/01/2018

Total Attachments: 7

source=Robertshaw - Second Lien Release of Security Interest in Trademarks#page1.tif
source=Robertshaw - Second Lien Release of Security Interest in Trademarks#page2.tif
source=Robertshaw - Second Lien Release of Security Interest in Trademarks#page3.tif
source=Robertshaw - Second Lien Release of Security Interest in Trademarks#page4.tif
source=Robertshaw - Second Lien Release of Security Interest in Trademarks#page5.tif
source=Robertshaw - Second Lien Release of Security Interest in Trademarks#page6.tif
source=Robertshaw - Second Lien Release of Security Interest in Trademarks#page7.tif

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):

Goldman Sachs Lending Partners LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 28, 2018

- Assignment
- Security Agreement
- Other Release of 2nd Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Robertshaw US Holding Corp.

Street Address: 1222 Hamilton Parkway

City: Itasca

State: Illinois

Country: USA Zip: 60143

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

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)

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

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

See Schedule I

B. Trademark Registration No.(s) _____

See 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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

21

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:

Elaine Carrera

Signature

February 28, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Robertshaw Controls Company
1222 Hamilton Parkway
Itasca, Illinois 60143
Citizenship – USA – DE

Burner Systems International, Inc.
1222 Hamilton Parkway
Itasca, Illinois 60143
Citizenship – USA – DE

SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 28, 2018 (the “Effective Date”), is made by Goldman Sachs Lending Partners LLC, in its capacity as administrative agent and collateral agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of August 10, 2017, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as administrative agent and collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of August 10, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 14, 2017 at Reel/Frame 6129/0307;

WHEREAS, each Grantor granted the Agent, under the terms of the Trademark Security Agreement, a security interest in favor of the Agent, in and to all of its right, title and interest in, to and under all of each such Grantor’s Trademark Collateral, including without limitation the Trademarks listed in Schedule I;

WHEREAS, the Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

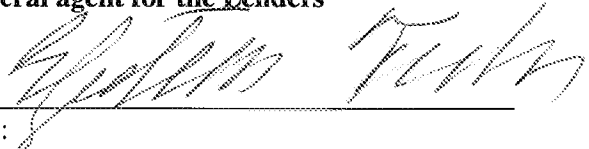
requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Goldman Sachs Lending Partners LLC, acting
in its capacity as administrative agent and
collateral agent for the Lenders**

By: 
Name: _____
Title:

Elizabeth Fischer
Authorized Signatory

[Second Lien Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006281 FRAME: 0619

GRANTORS:

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

[Second Lien Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006281 FRAME: 0620

SCHEDULE I
to
SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER NAME	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.