

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611744

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPS, LLC as Grantor		11/30/2020	Limited Liability Company: DELAWARE
WISCONSIN OVEN CORPORATION, as Grantor		11/30/2020	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation, as Collateral Agent
Street Address:	360 LEXINGTON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	90114918	PPERILIZER
Serial Number:	90112516	HURRICANE
Serial Number:	90112502	PPERLIZER
Serial Number:	88826079	DATASENSE
Serial Number:	87531796	PRECISIONFLO
Serial Number:	86635572	WISCONSIN OVEN
Serial Number:	86573112	GRUENBERG
Serial Number:	86573102	T
Serial Number:	86573097	TENNEY
Serial Number:	86573094	BLUE M
Serial Number:	86140653	UTC
Serial Number:	86044811	GRUENBERG
Serial Number:	86010575	INTUATOUCH
Serial Number:	85837208	TC SERIES
Serial Number:	85778087	LUNAIRE
Serial Number:	85457178	C-EVO
Serial Number:	78877716	STERI-DRY

OP \$840.00 90114918

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76540286	THERMAL PRODUCT SOLUTIONS
Serial Number:	76594737	TPS
Serial Number:	76295113	TENNEY
Serial Number:	74545961	TREET-ALL
Serial Number:	73485391	BLUE M
Serial Number:	73173926	ULTRA-TEMP
Serial Number:	73165778	FRICTION-AIRE
Serial Number:	73725181	HOLIMESY
Serial Number:	72348088	PACEMAKER
Serial Number:	72250187	LINDBERG
Serial Number:	72146630	AUTOLADLE
Serial Number:	72019970	TEMPERITE
Serial Number:	71266599	HOMO
Serial Number:	72316873	HYAM
Serial Number:	72279706	COMPACT
Serial Number:	73284443	WO

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: Corenda R. Gaines

SIGNATURE: /Corenda R. Gaines/

DATE SIGNED: 12/01/2020

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 30, 2020 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Webster Business Credit Corporation, a New York corporation (“WBCC”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of November 30, 2020 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among TPS, LLC, a Delaware limited liability company (the “Borrower”), THERMAL PRODUCT SOLUTIONS, INC., a Delaware corporation (“Holdings”), the other Guarantors referred to therein, the Lenders referred to therein, WBCC as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Revolving Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of November 30, 2020 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Revolving Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including, but not limited to, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

TPS, LLC, as Grantor

By 

Name: Greg Jennings

Title: President and CEO

WISCONSIN OVEN CORPORATION, as Grantor

By 

Name: Greg Jennings

Title: President and CEO


SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT


1. REGISTERED TRADEMARKS & TRADEMARK APPLICATIONS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PPERLIZER	90114918	8/14/20			TPS, LLC	Pending
HURRICANE	90112516	8/13/20			TPS, LLC	Pending
PPERLIZER	90112502	8/13/20			TPS, LLC	Pending
DATASENSE	88826079	3/9/20			TPS, LLC	Pending
PRECISIONFLO	87531796	7/18/17	6185481	10/27/20	TPS, LLC	Registered
WISCONSIN OVEN	86635572	5/20/15	5126721	1/24/17	TPS, LLC	Registered
GRUENBERG	86573112	3/23/15	4921546	3/22/16	TPS, LLC	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
»» Gruenberg						
T 	8657310 2	3/23/15	5001087	7/19/16	TPS, LLC	Registered
TENNEY »» Tenney	8657309 7	3/23/15	4980834	6/21/16	TPS, LLC	Registered
BLUE M »» Blue M	8657309 4	3/23/15	4891847	6/26/16	TPS, LLC	Registered
UTC	8614065 3	12/11/13	4713585	3/31/15	TPS, LLC	Registered
GRUENBERG	8604481 1	8/22/133	4554896	6/24/14	TPS, LLC	Registered
INTUATOUCH	8601057 5	7/15/13	4769305	7/7/15	TPS, LLC	Registered
TC SERIES	8583720 8	1/31/13	4716931	4/7/15	TPS, LLC	Registered

MARK	APPEN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
LUNNAIRE	8577808 7	11/13/12	4371438	7/23/13	TPS, LLC	Registered
C-EVO	8545717 8	10/26/11	4293134	2/19/13	TPS, LLC	Registered
STERI-DRY	7887771 6	5/5/06	3413293	4/15/08	TPS, LLC	Registered
THERMAL PRODUCT SOLUTIONS	7654028 6	8/13/03	3825399	7/27/10	TPS, LLC	Registered
TPS	7659473 7	5/28/04	3379046	2/5/08	TPS, LLC	Registered
TENNEY	7629511 3	8/3/01	2699592	3/25/03	TPS, LLC	Registered
TREET-ALL	7454596 1	7/5/94	1946114	1/2/96	TPS, LLC	Registered
BLUE M	7348539 1	6/15/84	1333007	4/30/85	TPS, LLC	Registered
ULTRA-TEMP	7317392 6	6/12/78	1123665	8/7/79	TPS, LLC	Registered
FRICITION-AIRE	7316577 8	4/10/78	1118714	5/22/79	TPS, LLC	Registered

MARK	APPEN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
HOLIMESY	7372518 1	4/28/88	1550861	8/8/89	TPS, LLC	Registered
PACEMAKER	7234808 8	1/9/70	0913431	6/8/71	TPS, LLC	Registered
LINDBERG	7225018 7	7/13/66	0837941	10/31/67	TPS, LLC	Registered
AUTOLADLE	7214663 0	6/11/62	0769462	5/12/64	TPS, LLC	Registered
TEMPERITE	7201997 0	11/27/56	0650441	8/20/57	TPS, LLC	Registered
HOMO	7126659 9	5/18/192 8	0256076	5/7/1929	TPS, LLC	Registered
HYAM	7231687 3	1/17/69	0882525	12/16/69	TPS, LLC	Registered
COMPACT	7227970 6	9/6/67	0849818	5/28/68	TPS, LLC	Registered
WO	7328444 3	11/3/80	1175050	10/27/81	Wisconsin Oven Corp.	Registered

MARK	APPEN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
						

2. TRADEMARK LICENSES

None.