

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625125

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900587391

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carlton Meter, Inc.		12/17/2020	Corporation: MICHIGAN
Thermco Products, Inc.		12/17/2020	Corporation: NEW JERSEY
Control Solutions, Inc.		12/17/2020	Corporation: OREGON

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A. As Administrative Agent
Street Address:	111 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5462089	THERMCO PRODUCTS, INC
Registration Number:	5246536	THERMCO
Registration Number:	5363077	ERTCO
Registration Number:	5251785	FAHRENHEIT
Registration Number:	5561226	VFC 400
Registration Number:	3970043	ACCUTHERM
Registration Number:	2717301	CARLON
Serial Number:	90139423	ACCU-SAFE
Serial Number:	90112039	VFC 200
Serial Number:	90111943	VFC 300
Serial Number:	90112001	VFC 311
Serial Number:	90112075	VFC 350
Serial Number:	90112227	VFC 500
Serial Number:	90112143	VFC 5000

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: 4155911000
Email: trademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	013757.00080
NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	02/08/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2020 is made by Carlon Meter, Inc., a Michigan corporation, Thermco Products, Inc. a New Jersey corporation, and Control Solutions, Inc., an Oregon corporation (“Grantor” and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of December 17, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver a Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined 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 and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, 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, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks 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 rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

THERMCO PRODUCTS, INC.,
as Grantor

By: Eric Kownacki
Name: Eric Kownacki
Title: Chief Executive Officer

CONTROL SOLUTIONS, INC.,
as Grantor

By: Eric Kownacki
Name: Eric Kownacki
Title: Chief Executive Officer


CARLON METER, INC.,
as Grantor

By: Eric Kownacki
Name: Eric Kownacki
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:


BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Daniel Johnson
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Thermco Products, Inc.		87/404,215	Apr. 9, 2017	5,462,089	May 8, 2018	United States
Thermco Products, Inc.	THERMCO	87/343,447	Feb. 21, 2017	5,246,536	July 18, 2017	United States
Thermco Products, Inc.	ERTCO	87/330,014	Feb. 9, 2017	5,363,077	Dec. 26, 2017	United States
Control Solutions Inc.	FAHRENHEIT	86/806,334	Nov. 2, 2015	5,251,785	July 25, 2017	United States
Control Solutions, Inc.	VFC 500	87/868,966	April 9, 2018	5,561,226	September 11, 2018	United States
Thermco Products, Inc.	ACCUTHERM	85/142,508	Sept. 30, 2010	3,970,043	May 31, 2011	United States
Carlton Meter, Inc.	CARLON	76/406,191	May 9, 2002	2,717,301	May 20, 2003	United States

2. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Jurisdiction</u>
Thermco Products, Inc.	ACCU-SAFE	90/139,423	Aug. 26, 2020	United States
Control Solutions, Inc.	VFC 200	90/112,039	August 13, 2020	United States
Control Solutions, Inc.	VFC 300	90/111,943	August 13, 2020	United States
Control Solutions, Inc.	VFC 311	90/112,001	August 13, 2020	United States

Control Solutions, Inc.	VFC 350	90/112,075	August 13, 2020	United States
Control Solutions, Inc.	VFC 500	90/112,227	August 13, 2020	United States
Control Solutions, Inc.	VFC 5000	90/112,143	August 13, 2020	United States