FORM PTO-1594 RI 02-07-2001 CT U.S. DEPARTMENT OF COMMERCE
(Rev. 6-93) 2.7.01 Patent and Trademark Office

101607245

To the Honorable Commissioner of Patents a ginal documents or copy thereof.

1. Name of conveying party(ies):

Heat and Control, Inc.
21121 Cabot Boulevard
Hayward, CA 94545

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: California
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes
☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 31, 2001

2. Name and address of receiving party(ies):

Name: Comerica Bank-California

Internal Address: Suite 200

Street Address: 201 Spear Street

City: San Francisco State: CA ZIP 94105

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? ☐ Yes ☒ No

RECEIVED 2001 FEB -7 AM 10:1 ASSIGNMENT SERVICES DIVISION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Exhibit A attached hereto

B. Trademark Registration No.(s)

See Exhibit A attached hereto

Additional numbers attached? ☒ Yes ☐ No 76175901

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Attn: Melanie Cass

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 21

7. Total fee (37 CFR 3.41):..... $ 540.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melanie Cass
Melanie Cass

February 5, 2001
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

610252 v1/SF
D2VG01!.DOC
020501/1129

Exhibit A
To Trademark Recordation Cover Sheet
For
Heat and Control, Inc.

4.A Trademark Application No.(s):

76,175,901, 76,119,352, 75,647,101 and 75,610,310

4.B Trademark Registration No.(s):

2,383,691, 2,147,393, 2,220,063, 1,695,153, 1,684,105, 1,519,535, 0,813,003, 1,805,811, 1,727,381, 1,700,209, 1,698,287, 1,698,348, 1,648,490, 1,428,115, 1,315,427, 1,245,171 and 0,789,068

GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of January 31, 2001, between **HEAT AND CONTROL, INC.**, a California corporation having its chief executive office at 21121 Cabot Boulevard, Hayward, California 94545 (the "***Debtor***"), and **COMERICA BANK-CALIFORNIA**, not in its individual capacity, but solely in its capacity as the Collateral Agent, on behalf and for the benefit of the Banks named in the Credit Agreement (as defined below) having a representative office at 201 Spear Street, Suite 200, San Francisco, California 94105 (the "***Collateral Agent***").

WHEREAS, pursuant to that Credit Agreement dated of even date herewith (as the same from time to time hereafter may be amended, modified, supplemented or restated, the "***Credit Agreement***"), by and among the Debtor, the Banks from time to time party thereto, and the Collateral Agent, the Banks have agreed to make certain extensions of credit to the Debtor in the amounts and manner set forth in the Credit Agreement (collectively, the "***Loans***").

WHEREAS, pursuant to the terms of a Security Agreement dated of even date herewith (as the same from time to time hereafter may be amended, modified, supplemented or restated, the "***Security Agreement***") in favor of the Collateral Agent, for the ratable benefit of the Banks, the Debtor has granted to the Collateral Agent a security interest in all of its right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Debtor's "***Collateral***", as defined in the Security Agreement.

WHEREAS, the Banks are willing to make the Loans to the Debtor, but only upon the condition, among others, that the Debtor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Collateral Agent, for the ratable benefit of the Banks all of its right, title and interest in and to all Trademarks (as described below) to secure the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, the Notes and the other Credit Documents, the Debtor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.

2. To secure the Secured Obligations, the Debtor does hereby mortgage and pledge to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Banks, a security interest in all of the Debtor's right, title and interest in, to and under:

(a) its Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration respectively listed on ***Schedules A*** and ***B*** attached hereto, including, without limitation, all proceeds thereof (such as, by way of example

but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof;

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all General Intangibles and intellectual property related to or necessary for, but not limited to, the production, processing, packaging, preservation, manufacture and storage of the Debtor's products.

3. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Banks with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

4. Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Collateral Agent will be automatically reassigned to the Debtor, and the Collateral Agent will execute such instruments as may be reasonably requested to evidence such reassignment.

5. This Grant of Security Interest (Trademarks, Service Marks and Trade Names) may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties have caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officers thereunto duly authorized as of the date first written above.

DEBTOR

HEAT AND CONTROL, INC.,
a California corporation

By: Andrew A. Caridis
Name: Andrew A. Caridis
Title: Chairman & Chief Executive Officer

COLLATERAL AGENT:

COMERICA BANK-CALIFORNIA

By: Vanessa Gold
Name: Vanessa Gold
Title: Vice President

TRADEMARK
REEL: 002231 FRAME: 0270

SCHEDULE A

U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
2,383,691	FRYKLEEN	September 5, 2000
2,147,393	AIRFORCE	March 31, 1998
2,220,063	HEAT AND CONTROL	January 26, 1999
1,695,153	HEAT AND CONTROL	June 16, 1992
1,684,105	HEAT AND CONTROL	April 21, 1992
1,519,535	HEAT AND CONTROL, INC.	January 10, 1989
0,813,003	HEAT AND CONTROL, INC.	August 16, 1966
1,805,811	KLEENSWEEP	November 32, 1993
1,727,381	SPIRAL3	October 27, 1992
1,700,209	MASTER-STIR	July 14, 1992
1,698,287	GENTLE-FLO	June 30, 1992
1,698,348	KLEENHEAT	June 30, 1992
1,648,490	CHIP-STIRR	June 18, 1991
1,428,115	AIR SWEEP	February 10, 1987
1,315,427	TACO-FORM	January 22, 1985
1,245,171	MPO COOKING SYSTEM	July 12, 1983
0,789,068	PITMAN MASTERMATIC	May 4, 1965

599771 v1/SF
C%SB01!.DOC
013001/1529

SCHEDULE B

PENDING U.S. TRADEMARKS

APPLICATION /SERIAL NO.	MARK	APPLICATION/FILING DATE
76,175,901	EASYCOAT	December 5, 2000
76,119,352	VERSAPEEL	August 30, 2000
75,647,101	HEAT WAVE	February 24, 1999
75,610,310	SURECOAT	December 22, 1998

599771 v1/SF
C%SB01!.DOC
013001/1529