

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roberts-Gordon LLC		04/20/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Garrison Loan Agency Services LLC, as Agent
Street Address:	1350 Avenue of the Americas, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1519713	BANANZA
Registration Number:	1919529	SPRAY-CURE
Registration Number:	815870	CO-RAY-VAC
Registration Number:	2442487	RG
Registration Number:	2813299	COMBAT
Registration Number:	2084038	ENERGYTUBE
Registration Number:	2032114	ROBERTS GORDON
Registration Number:	2200406	CARIBE
Registration Number:	1462700	VANTAGE
Registration Number:	826409	GORDON-RAY
Registration Number:	2964018	ULTRAVAC
Serial Number:	85090726	VANTAGE

CORRESPONDENCE DATA

900190122

**TRADEMARK
 REEL: 004528 FRAME: 0102**

CH \$315.00 1519713

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.-J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	754226
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/25/2011

Total Attachments: 6
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source=4-25-11 Roberts-Gordon-TM#page4.tif
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source=4-25-11 Roberts-Gordon-TM#page6.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):

Roberts-Gordon LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Garrison Loan Agency Services LLC, as Agent

Internal

Address: _____

Street Address: 1350 Avenue of the Americas, 9th Floor

City: New York

State: New York

Country: USA Zip: 10019

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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)

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

Execution Date(s) April 20, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

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: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

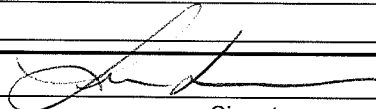
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

April 22, 2011

Date

Leslie Kirsner

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 29, 2011 is between ROBERTS-GORDON LLC, a Delaware limited liability company (herein referred to as the "Grantor") and Garrison Loan Agency Services LLC, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, DALE HEATING SERVICES (U.K.) LIMITED, a private limited company formed under the laws of England and Wales ("DH Limited"), HEATERS WHOLESALE LIMITED, a private limited company formed under the laws of England and Wales ("HW Limited"), PROCESS COMBUSTION LIMITED, a private limited company formed under the laws of England and Wales ("PC Limited"), RADIANT SERVICES LIMITED, a private limited company formed under the laws of England and Wales ("RS Limited"), RAPID ENGINEERING LLC, a limited liability company formed under the laws of the State of Delaware ("RE LLC"), RG ADDING LLC, a limited liability company formed under the laws of the State of Delaware ("RGA LLC"), ROBERTS-GORDON EUROPE LIMITED, a private limited company formed under the laws of England and Wales ("RGE Limited"), ROBERTS-GORDON HOLDINGS LIMITED, a private limited company formed under the laws of England and Wales ("RGH Limited"), and WEATHER-RITE LLC, a limited liability company formed under the laws of the State of Delaware ("WR LLC"), (the Grantor, DH Limited, HW Limited, PC Limited, RS Limited, RE LLC, RGA LLC, RGE Limited, RGH Limited and WR LLC each individually a "Borrower", and collectively the "Borrowers"), certain lenders, and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for such lenders (the "Lenders") are parties to a Credit and Guaranty Agreement of even date herewith (as amended, extended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has granted to Grantee (subject to the terms of that certain Intercreditor Agreement among Grantee, PNC Bank, National Association and each Loan Party (as defined therein) dated as of the date hereof) for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and

each Lender of the Obligations, the Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (each individually a "Mark" and collectively the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

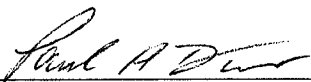
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of April, 2011.

ROBERTS-GORDON LLC

By: 
Name: Paul A. Dines
Title: Chief Executive Officer

Acknowledged:

PNC Bank, National Association,
as Collateral Agent

By: _____
Name:
Title:

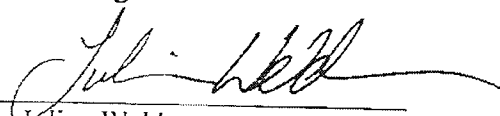
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 20th day of April, 2011.

ROBERTS-GORDON LLC

By: _____
Name:
Title:

Acknowledged:

Garrison Loan Agency Services LLC.
as Collateral Agent

By: 
Name: Julian Weldon
Title: Secretary

Schedule 1 to Trademark Security Agreement

	<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
1	BANANZA Design	1,519,713
2	SPRAY-CURE	1,919,529
3	CO-RAY-VAC	815,870
4	RG Design	2,442,487
5	COMBAT	2,813,299
6	ENERGYTUBE	2,084,038
7	ROBERTS GORDON	2,032,114
8	CARIBE	2,200,406
9	VANTAGE Design	1,462,700
10	GORDON-RAY	826,409
11	VANTAGE	85/090726 - Pending application
12	UltraVac	2,964,018