

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
ThermaSys Corporation		05/03/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2863063	THERMASYS	
Registration Number:	2915820	TS	
Registration Number:	2915819	KEEPING A SHARP EYE ON QUALITY	
Registration Number:	1681094	SURGE-CUSHION	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-405		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$115.00 2863063

Signature:	/Kristin Brozovic/
Date:	05/07/2013
Total Attachments: 5 source=Trademark Security Agreement - ThermaSys (Executed)(103912711_1)#page1.tif source=Trademark Security Agreement - ThermaSys (Executed)(103912711_1)#page2.tif source=Trademark Security Agreement - ThermaSys (Executed)(103912711_1)#page3.tif source=Trademark Security Agreement - ThermaSys (Executed)(103912711_1)#page4.tif source=Trademark Security Agreement - ThermaSys (Executed)(103912711_1)#page5.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2013 (this "Agreement"), among THERMASYS CORPORATION (the "Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of May 3, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THERMASYS GROUP HOLDING COMPANY, a Delaware corporation ("ThermaSys Holdings"), API GROUP HOLDINGS, LLC, a Delaware limited liability company ("API Holdings", and together with ThermaSys Holdings, shall be referred to individually or collectively as "Holdings", as the context may require), the Grantor, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THERMASYS CORPORATION, as Grantor

By: 

Name: Joseph Cordosi

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement -- ThermaSys Corporation]

TRADEMARK
REEL: 005022 FRAME: 0028

**GENERAL ELECTRIC CAPITAL
CORPORATION,
as Administrative Agent,**

By: 

Name: Scott Garlinghouse

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement – ThermaSys Corporation]

**TRADEMARK
REEL: 005022 FRAME: 0029**

Schedule I

	Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner
1.	US Federal	ThermaSys			2,863,063	7/13/04	ThermaSys Corporation
2.	US Federal	TS			2,915,820	1/4/05	ThermaSys Corporation
3.	US Federal	KEEPING A SHARP EYE ON QUALITY <small>© 2005 Thermo Systems, Inc.</small>			2,915,819	1/4/05	Thermasys Corporation
4.	US Federal	SURGE-CUSHION			1,681,094	3/31/92	Thermasys Corporation

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