

Form PTO-1594 (Rev. 06/04)
OMB Collection 0851-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**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)/Execution Date(s):

THERMWELL PRODUCTS CO., INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: NJ

Execution Date(s) June 7, 2013

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: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

National Banking Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other ___ Citizenship:

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:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit 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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 9 US Marks

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

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

8. Payment Information:

- a. Credit Card Last 4 Numbers 1868
Expiration Date 06/15
- b. Deposit Account Number
Authorized User Name:

9. Signature:

Kareem Ansley
Signature

June 10, 2013
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$240.00 8592407

THERMWELL TRADEMARKS

U.S. Trademark Registrations

1. MORTITE (with design) (for weather proof coatings and compounds in the form of plastic tapes) Reg. No. 0403845; Reg. Date: 10/19/43	Renewal documents due between 10/20/12 and 10/19/13
2. MORTITE (words only) (for weather stripping sealants in the nature of caulk) Reg. No. 3,744,394; Reg. Date: 2/2/10	Maintenance documents due between 2/3/15 and 2/2/16; Renewal documents due between 2/3/19 and 2/2/20
3. FROST KING (words only) (for weather stripping sealants in the nature of caulk; non-metal weather stripping for use in buildings and homes; pipe insulation for plumbing pipes; plastic sheeting for use as drop cloths; storm window and door insulating kits comprising plastic film with adhesive tape; storm window and door insulating kits comprising plastic film with nails and framing strips; and for electrical tape) Reg. No. 3,756,687; Reg. Date: 3/9/10	Maintenance documents due between 3/9/15 and 3/8/16; Renewal documents due between 3/9/19 and 3/8/20
4. Snowman design (for electrical heating tapes) Reg. No. 3,799,223; Reg. Date: 6/8/10	Maintenance documents due between 6/9/15 and 6/8/16; Renewal documents due between 6/9/19 and 6/8/20
5. Snowman design (for weather stripping sealants in the nature of caulk; non-metal weather stripping for use in buildings and homes; pipe insulation for plumbing pipes; plastic sheeting for use as drop cloths; storm window and door insulating kits comprising plastic film with adhesive tape; storm window and door insulating kits comprising plastic film with nails and framing strips) Reg. No. 3,799,225; Reg. Date: 6/8/10	Maintenance documents due between 6/9/15 and 6/8/16; Renewal documents due between 6/9/19 and 6/8/20
6. MARVIN (with design) (for window screens) Reg. No. 2,482,653; Reg. Date: 8/28/01	Renewal documents due between 8/29/20 and 8/28/21
7. MARVIN (for electric space heaters) Reg. No. 1,427,381; Reg. Date: 2/3/87	Renewal documents due between 2/4/16 and 2/3/17
8. MARVIN (for window screens) Reg. No. 1,151,467	Renewal documents due between 4/22/20 and 4/21/21
9. SEAL-RITE (with design) (for window insulation kits comprising plastic film; weather stripping sealants in the nature of foam) Serial No. 85924078	

[Execution]

**AMENDED AND RESTATED TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

THIS AGREEMENT ("Agreement"), dated June 7, 2013, is by and between Thermwell Products Co., Inc., a New Jersey corporation ("Debtor") and Wells Fargo Bank, National Association, a national banking association ("Secured Party"), having an office at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and Filmco Industries, Inc., a New Jersey corporation ("Filmco", and together with Debtor, collectively, "Borrowers") have entered into financing arrangements pursuant to which Secured Party has made loans and advances and provided other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated March 31, 2000, among Secured Party and Borrowers (the "Existing Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Loan Agreement and the Existing Trademark Security Agreement (as hereinafter defined), as the same have heretofore been amended, modified or supplemented, being collectively referred to herein as the "Existing Financing Agreements");

WHEREAS, to secure the payment and performance of the obligations under the Existing Financing Agreements, Debtor executed and delivered to Secured Party the Security Agreement (Trademarks), dated March 31, 2000 (as heretofore amended, modified or supplemented, the "Existing Trademark Security Agreement");

WHEREAS, Secured Party has entered or is about to enter into the amendment and restatement of such Existing Financing Agreements as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Borrowers and Lever Manufacturing Corp., a New Jersey corporation (as the same now exists or may hereafter be amended, modified or supplemented, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to (a) amend and restate the Existing Trademark Security Agreement by executing and delivering to Secured Party this Agreement, (b) confirm its prior pledge and grant to Secured Party of a security interest in and lien upon, all of its right, title and interest in and to the Collateral (as hereinafter defined) to

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secure payment and performance of all Obligations (as hereinafter defined) and (c) grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees that the Existing Trademark Security Agreement shall be and hereby is amended and restated as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, and hereby confirms, restates and reaffirms, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, (i) no security interest shall be granted in United States intent-to-use trademark applications of Debtor to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law and (ii) the grant of the assignment, security interest and lien with respect to the Trademarks shall not be deemed to be a present or absolute assignment.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party, but excluding all Excluded Swap Obligations (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the terms of the Loan Agreement.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days' prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, let lapse or not renew either or both of the "Cool Wave" mark bearing US Trademark Registration No. 1631499 and the "Marvin" mark bearing US Trademark Registration No. 1166093 so long as the following conditions are satisfied as determined by Secured Party in good faith: (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, and (ii) such Trademark has *de minimis* or no value. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best knowledge of Debtor, no infringement or unauthorized use presently is being made of any of the Trademarks that has or could reasonably be expected to have a Material Adverse Effect on the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses.

Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under the Loan Agreement:

(a) Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine. Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever so that Secured Party may preserve and protect the value of, and preserve the recovery value of, the Collateral. If such Event of Default is cured in accordance with the terms of the Loan Agreement, Debtor may request that Secured Party permit Debtor to resume the use of the Trademarks or any such similar marks, but Secured Party shall not be required to accede to such request in Secured Party's good faith determination; provided, that, Secured Party agrees that Debtor may resume the use of the Trademark or any such similar marks upon the payment in full of all Obligations and the termination of the Financing Agreements in accordance with the terms and conditions of the Loan Agreement.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries. If such Event of Default is cured in accordance with the terms of the Loan Agreement, Debtor may request that Secured Party terminate any such licenses, but Secured Party shall not be required to accede to such request in Secured Party's good faith determination; provided, that, Secured Party agrees to terminate such licenses upon the payment in full of all Obligations and the termination of the Financing Agreements in accordance with the terms and conditions of the Loan Agreement.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs, fees and expenses, owed by Debtor to Secured Party, including, without limitation, all reasonable attorneys' fees and legal expenses, and all costs and expenses incurred in connection with the sale or disposition of any Collateral. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflict of laws).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer, respond or move in respect of such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF

DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Thermwell Products Co., Inc. 420 Route 17 South Mahwah, New Jersey 07430 Attention: Milton Gerstein, Treasurer Telephone No.: 201-684-4401 Telecopy No.: 201-529-1747
with a copy to:	Cole, Schotz, Meisel Forman & Leonard 25 Main Street Hackensack, New Jersey 07602 Attention: Samuel Weiner, Esq. Telephone No.: 201-525-6260 Telecopy No.: 201-678-6260
If to Secured Party:	Wells Fargo Bank, National Association 100 Park Avenue New York, New York 10017 Attention: Portfolio Manager Telephone No.: 212-545- 2000 Telecopy No.: 212-545-4283

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified or supplemented. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

8. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that Debtor is indebted to Secured Party in respect of any obligations, liabilities or indebtedness for loans, advances and letter of credit accommodations to Borrowers under the Existing Loan Agreement, the Existing Trademark Security Agreement and the other Existing Financing Agreements, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by Debtor to Secured Party without offset,

defense, or counterclaim of any kind, nature or description whatsoever. Debtor hereby ratifies, assents, adopts and agrees to pay all of the Obligations arising before, on or after the date hereof.

(b) Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have valid, enforceable and perfected first priority security interests in and liens upon all of the Collateral heretofore granted to Secured Party pursuant to the Existing Trademark Security Agreement to secure all of the Obligations subject only to liens permitted under the Loan Agreement and the other Financing Agreements.

(c) Debtor hereby acknowledges, confirms and agrees that the Existing Trademark Security Agreement has been duly executed and delivered by Debtor and is in full force and effect as of the date hereof. Debtor hereby acknowledges, confirms and agrees that: (a) the agreements and obligations of Debtor contained in the Existing Trademark Security Agreement constitute legal, valid and binding obligations of Debtor enforceable against it in accordance with the terms thereof, and Debtor has no valid defense, offset or counterclaim to the enforcement of such obligations; and (b) Secured Party is entitled to all of the rights, remedies and benefits provided for in the Existing Trademark Security Agreement.

(d) Except as otherwise stated in Section 8(b) hereof and in this Section 8(d) as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Security Agreement are hereby amended and restated in their entirety, and as so amended and restated, and replaced and superseded by the terms, conditions agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of Debtor for the obligations or the security interests and liens heretofore granted, pledged or assigned to Secured Party. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the Existing Trademark Security Agreement and any of the other Existing Financing Agreements to which Debtor is a party, and the liens and security interests securing such indebtedness and other obligations and liabilities shall not in any manner be impaired, limited, terminated, waived or released.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

THERMWELL PRODUCTS CO., INC.

By: 

Name: Nathan Gerstein

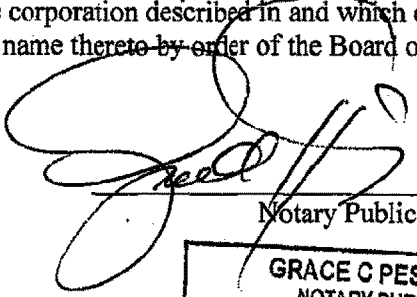
Title: Treasurer

[SIGNATURES CONTINUE ON NEXT PAGE]

[Signature Page to Amended and Restated Trademark Collateral Assignment and Security Agreement]

STATE OF New Jersey)
)
 COUNTY OF Bergen) ss.:

On this 5th day of June, 2013, before me personally came Milton Gerstein, to me known, who being duly sworn, did depose and say, that he is the Treasurer of THERMWELL PRODUCTS CO., INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto ~~by order of the Board of Directors of~~ said corporation.




Notary Public

GRACE C PESENTI
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES FEB. 19, 2017

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Name: Thomas Grabosky
Title: Senior Vice President

[Signature Page to Amended and Restated Trademark Collateral Assignment and Security Agreement]

TRADEMARK
REEL: 005059 FRAME: 0701

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

This instrument was acknowledged before me on this 7 day of June, 2013, by Thomas Grabosky, an authorized signatory of Wells Fargo Bank, National Association, a national banking association, on behalf of said national banking association.

Maria Camacho

Notary Public
MARIA CAMACHO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5086952
Qualified in Nassau County
Certificate Filed in New York County
My Commission Expires October 27, 2013

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

3050652.6

A-1

TRADEMARK
REEL: 005059 FRAME: 0703

FROST KING in Russia, Australia and the European Union countries:

Through a treaty known as the Madrid Protocol, we were able to obtain protection for the trademark FROST KING in connection with the following goods: weather stripping sealants in the nature of caulk; non-metal weather stripping for use in buildings and homes; pipe insulation for plumbing pipes; plastic sheeting for use as drop cloths; storm window and door insulating kits comprising plastic film with adhesive tape; storm window and door insulating kits comprising plastic film with nails and framing strips. Russia, Australia and the European Union countries have granted protection to the FROST KING trademark as if the trademark were registered in those countries. The protection is deemed effective as of 3/9/10 and will need to be renewed by 3/9/20.

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

None.

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Non-U.S. Registrations

FROST KING (with design) in China: (Reg. No. 5160696 and 5160671) (Reg. Date: 6/28/09)	Renewal June 27, 2019
FROST KING (words only) in China: (Reg. No. 5160697 and 5160698) (Reg. Date: 7/7/09)	Renewal July 6, 2019
FROST KING in Canada Reg. No. 315986	Renewal July 4, 2016
FROST KING in Canada Reg. No. 187123	Renewal Dec. 8, 2017
Snowman design in Canada (Reg No. 256923)	Renewal Mar. 20, 2026
FROST KING in Hong Kong (Reg. No. 300580671)	Renewal Feb. 14, 2016
Snowman design in Hong Kong (Reg. No. 30050680)	Renewal Feb. 14, 2016
FROST KING in Taiwan (Reg. No. 1258526)	Renewal April 16, 2017
FROST KING in Taiwan (Reg. No. 1247042)	Renewal Jan. 16, 2017
Snowman design in Taiwan (Reg. No. 1258527)	Renewal April 16, 2017
Snowman design in Taiwan (Reg. No. 1247043)	Renewal Jan.16, 2017
FROST KING in Mexico (Reg. No. 1264499) (Reg. Date: 6/15/10)	Renewal June 15, 2020

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

STATE OF _____)
) ss.:
 COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Thermwell Products Co., Inc. (“Debtor”), having an office at 420 Route 17 South, Mahwah, New Jersey 07430 hereby appoints and constitutes, severally, Wells Fargo Bank, National Association (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: June __, 2013

THERMWELL PRODUCTS CO., INC.

By: _____
 Name: _____
 Title: _____

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3050652.6

STATE OF _____)
) ss.:
 COUNTY OF _____)

On this ____ day of June, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of THERMWELL PRODUCTS CO., INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

 Notary Public

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3050652.6