

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM299638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holman Boiler Works, Inc.		03/28/2014	CORPORATION: DELAWARE
Trabue Package Boiler Co.		03/28/2014	CORPORATION: MISSOURI
CBK and Associates, Inc.		03/28/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1441988	THE BOILER SUPERMARKET	
Registration Number:	1443562	THE BOILER SUPERMARKET	
Registration Number:	1448885		
Registration Number:	1460767		
Registration Number:	1496676	HOLMAN BOILER WORKS INC.	
Registration Number:	1497069	HOLMAN BOILER WORKS INC.	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 318 6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78436.00130 (ABL)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		

CH \$165.00 1441988

DATE SIGNED:	03/31/2014
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 28, 2014 (this "**Agreement**"), among HOLMAN BOILER WORKS, INC., a Delaware corporation ("**Holman Boiler**"), TRABUE PACKAGE BOILER CO., a Missouri corporation ("**Trabue Package Boiler**"), and CBK AND ASSOCIATES, INC., a Illinois corporation ("**CBK**"), and, together with Holman Boiler and Trabue Package Boiler, the "**Grantors**" and each, a "**Grantor**"), and ROYAL BANK OF CANADA ("**Royal Bank**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the US Pledge and Security Agreement dated December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Cleaver-Brooks, Inc., a Delaware corporation (the "**US Borrower**"), the grantors party thereto and the Collateral Agent, and (b) the Credit and Guarantee Agreement dated December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the US Borrower, Cleaver-Brooks of Canada Limited, a company organized under the laws of Ontario, Canada (the "**Canadian Borrower**", and together with the US Borrower, the "**Borrowers**"), the guarantors party thereto, the lenders party thereto (the "**Lenders**") and Royal Bank, as administrative agent, collateral agent and issuing bank. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrowers, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver the Joinder Agreement to the Security Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Security Agreement. The rules of construction specified in Article I of the Security 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 (as defined in the Credit Agreement), each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet

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domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States and Canadian federal trademark registrations and applications listed on Schedule 1;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office (“**CIPO**”), if applicable. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks at the United States Patent and Trademark Office, or the Registrar at CIPO, if applicable, record this Agreement.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

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 transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent’s agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

HOLMAN BOILER WORKS, INC.,
as Grantor

By: 

Name: John Oakley

Title: VP, Secretary and Treasurer

TRABUE PACKAGE BOILER CO.,
as Grantor

By: 

Name: John Oakley

Title: VP, Secretary and Treasurer

CBK AND ASSOCIATES, INC.,
as Grantor

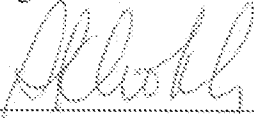
By: 

Name: John Oakley

Title: VP, Secretary and Treasurer

Acknowledged and Agreed by:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name: Susan Khokher
Title: Manager, Agency

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 005246 FRAME: 0886





**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Registered and Pending Patents

None.

Registered and Pending Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>	<u>Owner</u>
THE BOILER SUPERMARKET	USA	Registered	1,441,988	6/9/1987	Holman Boiler Works, Inc. (DE)
THE BOILER SUPERMARKET	USA	Registered	1,443,562	6/16/1987	Holman Boiler Works, Inc. (DE)
	USA	Registered	1,448,885	7/21/1987	Holman Boiler Works, Inc. (DE)
	USA	Registered	1,460,767	10/13/1987	Holman Boiler Works, Inc. (DE)
	USA	Registered	1,496,676	7/19/1988	Holman Boiler Works, Inc. (DE)
	USA	Registered	1,497,069	7/19/1988	Holman Boiler Works, Inc. (DE)

Common Law Trademarks

None.

Trade Names

None.

Registered Copyrights

None.

URLs and Internet Domain Names

holmanboiler.com
trabue.com
cbkramer.com
boilerrent.com
boilertubesoftexas.biz
boilertubesoftexas.com
hbw-inc.com
holmanboilers.com
holmanboilerworks.com
holmancorpus.com
holmandallas.com
holmanhouston.com
rentboiler.com
tubesoftexas.com
intergratedboilerroomservices.com
intergratedboilerservices.com.com

Other Intellectual Property

None.

Licenses

None.