

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phillips & Temro Industries Inc.		03/12/2015	CORPORATION: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3232667	CAB POWER	
Registration Number:	1321505	HEAT-MAGNET	
Registration Number:	2115082	PHILLIPS & TEMRO	
Registration Number:	0819039	ZERO START	
Registration Number:	0670862	ZERO-START	
Serial Number:	86440443	TEMRO	
Serial Number:	86440439	TRUFLO	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	025646-0838		
NAME OF SUBMITTER:	Zeynep Gieseke		

CH \$190.00 3232667

SIGNATURE:	/zg/
DATE SIGNED:	03/12/2015
Total Attachments: 5 source=Trademark Security Agreement (Borrower)(2048706_1_CH) (4)#page1.tif source=Trademark Security Agreement (Borrower)(2048706_1_CH) (4)#page2.tif source=Trademark Security Agreement (Borrower)(2048706_1_CH) (4)#page3.tif source=Trademark Security Agreement (Borrower)(2048706_1_CH) (4)#page4.tif source=Trademark Security Agreement (Borrower)(2048706_1_CH) (4)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 12, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of March 12, 2015 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

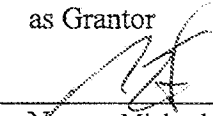
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

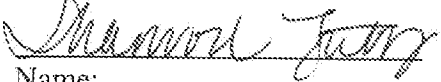
PHILLIPS & TEMRO INDUSTRIES INC.,
as Grantor

By: 
Name: Michael P. Santoni
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name:

Title: Duly Authorized Signatory

Shannon C. Fritz

Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005476 FRAME: 0809

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration Number	Country	Mark	Issue Date	Renewal Date
TMA562263	Canada	CAB POWER	22-May-2002	22-May-2017
TMA467889	Canada	HEAT-MAGNET	19-Dec-1996	19-Dec-2026
TMA490997	Canada	PHILLIPS & TEMRO	12-Nov-1997	5-Mar-2028
TMA183967	Canada	TEMRO	23-Jun-1972	23-Jun-2017
294708	Canada	TEMRO & Design	31-Aug-1984	31-Aug-2014
TMA470278	Canada	VIBRA	30-Jan-1997	30-Jan-2027
TMA234805	Canada	ZERO START & Design	3-Aug-1979	3-Aug-2024
4859354	China	PHILLIPS & TEMRO	7-Aug-2008	6-Aug-2018
5070333	China	PHILLIPS & TEMRO	7-Dec-2008	6-Dec-2018
4859351	China	ZERO START	28-Apr-2009	27-Apr-2019
4859349	China	ZERO START	28-Apr-2009	27-Apr-2019
5070332	China	ZERO START	7-Dec-2008	6-Dec-2018
417550	EC	PHILLIPS & TEMRO	22-Nov-2000	9-Dec-2016
658567	EC	TEMRO	3-Feb-2000	20-Oct-2017
201832	Norway	PHILLIPS & TEMRO	9-Mar-2000	9-Mar-2020
3232667	US	CAB POWER	24-Apr-2007	24-Apr-2017
1321505	US	HEAT-MAGNET	19-Feb-1985	19-Feb-2015
2115082	US	PHILLIPS & TEMRO	25-Nov-1997	25-Nov-2017
0819039	US	ZERO START	22-Nov-1966	22-Nov-2016
0670862	US	ZERO-START	8-Dec-1958	9-Dec-2018

2. TRADEMARK APPLICATIONS

Application Number	Country	Mark	Filing Date
86/440,443	US	TEMRO	30-Oct-2014
86/440,439	US	TRUFLO	30-Oct-2014

3. IP LICENSES

None.