

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HD Branch Acquisition, LLC		06/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	1100 Superior Avenue East		
Internal Address:	Suite 1325		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1768567	GDI	
Registration Number:	1769970	GO/DAN INDUSTRIES	
Registration Number:	1769969	LEMASTER ADAPTER	
Registration Number:	1771336	READY-CORE	
Registration Number:	3265528	TRACTOR TOUGH	
Registration Number:	3052709	TRUCK TOUGH	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	216-566-5908		
Email:	wendy.seifert@thompsonhine.com		
Correspondent Name:	James A. Schneider, Esq.		
Address Line 1:	127 Public Square		
Address Line 2:	3900 Key Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	074646.		
NAME OF SUBMITTER:	James A. Schneider, Esq.		

OP \$165.00 1768567

SIGNATURE:	/jas/
DATE SIGNED:	07/07/2015
Total Attachments: 7 source=Executed Intellectual Property Security Agreement - HD Acquisitions#page1.tif source=Executed Intellectual Property Security Agreement - HD Acquisitions#page2.tif source=Executed Intellectual Property Security Agreement - HD Acquisitions#page3.tif source=Executed Intellectual Property Security Agreement - HD Acquisitions#page4.tif source=Executed Intellectual Property Security Agreement - HD Acquisitions#page5.tif source=Executed Intellectual Property Security Agreement - HD Acquisitions#page6.tif source=Executed Intellectual Property Security Agreement - HD Acquisitions#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 11th day of June, 2015, by HD BRANCH ACQUISITION, LLC, a Delaware limited liability company ("Pledgor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation ("Lender").

1. Recitals.

Thermal Solutions Manufacturing, Inc., a Delaware corporation (together with its successors and assigns, "Borrower") is entering into that certain Credit and Security Agreement, dated as of June 11, 2015, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant to Borrower the financial accommodations as described in the Credit Agreement.

Pledgor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrower by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent applications, trademarks, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) the right to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses, whether registered or unregistered; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with

any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall exclude Excluded Assets.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Lender in the Collateral with the USPTO. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under that certain Security Agreement, dated as of June 11, 2015, by Pledgor and certain of Pledgor’s affiliates, in favor of Lender (the “Security Agreement”). The Security Agreement and the Credit Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. Pledgor does hereby acknowledge and affirms that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement, as applicable, shall govern.

6. Recordation. Pledgor further acknowledges that Lender may record this Agreement with the USPTO.

7. Maximum Liability of Pledgor and Rights of Contribution. It is the desire and intent of Pledgor and Lender that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Obligations secured by this Agreement by Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Borrower) would not render the rights to payment of Lender hereunder void, voidable or avoidable under any applicable fraudulent transfer law. Pledgor hereby agrees that, in connection with the payments made hereunder, Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Obligations have been irrevocably paid in full, and Pledgor shall not exercise any such contribution rights until the Obligations have been irrevocably paid in full.

8. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or remedy hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under any of the Loan Documents.

9. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

10. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. No waiver or consent granted by Lender in respect of this Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

12. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic transmission, in each case with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

13. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall be binding upon Pledgor and the successors and permitted assigns of Pledgor and shall inure to the benefit of and be enforceable and exercisable by Lender and the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

14. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver

to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

15. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

16. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or electronic signature, which, when so executed and delivered, shall be deemed to be an original.

17. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with New York law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

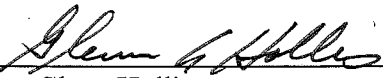
11893693.2

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, BORROWER AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.


Address: 15 Century Boulevard
Suite 102
Nashville, Tennessee 37214
Attention: Chief Financial
Officer

HD BRANCH ACQUISITION, LLC

By: 
Name: Glenn Hollis
Title: Chief Financial Officer

SCHEDULE 1

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
GDI 	US	74300218 8/3/1992	1768567 5/4/1993
GO/DAN INDUSTRIES	US	74300220 8/3/1992	1769970 5/11/1993
LEMASTER ADAPTER	US	74300219 8/3/1992	1769969 5/11/1993
READY-CORE	US	74300217 8/3/1992	1771336 5/18/1993
TRACTOR TOUGH	US	76623844 12/9/2004	3265528 7/17/2007
TRUCK TOUGH	US	76622995 12/2/2004	3052709 1/31/2006

Patents and Patent Applications

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date
HEAT EXCHANGER PACKAGE	US	10289513 11/6/2002	20040104007 6/3/2004	6951240 10/4/2005
HEAT EXCHANGER PACKAGE WITH SPLIT CHARGE AIR COOLER	US	11655643 1/18/2007	20070114004 5/24/2007	7290593 11/6/2007
HEAT EXCHANGER PACKAGE WITH SPLIT CHARGE AIR COOLER	US	10723881 11/26/2003	20050109484 5/26/2005	7228885 6/12/2007
HEAT EXCHANGER PACKAGE WITH SPLIT RADIATOR AND SPLIT CHARGE AIR COOLER	US	10936331 9/8/2004	20050109485 5/26/2005	7347248 3/25/2008

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date
METHOD FOR COOLING AN INTERNAL COMBUSTION ENGINE HAVING EXHAUST GAS RECIRCULATION AND CHARGE AIR COOLING	US	12336196 12/16/2008	20090158730 6/25/2009	8037685 10/18/2011
METHOD FOR COOLING AN INTERNAL COMBUSTION ENGINE HAVING EXHAUST GAS RECIRCULATION AND CHARGE AIR COOLING	US	11368088 3/3/2006	20070204614 9/6/2007	7464700 12/16/2008