

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERMA-FLITE, INC.		09/11/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	XPV WATER FUND LIMITED PARTNERSHIP		
Street Address:	266 King St. West, Suite 403		
Internal Address:	c/o XPV Capital Corporation		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 1H8		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
Name:	XPV WATER FUND (US) LIMITED PARTNERSHIP		
Street Address:	266 King St. West, Suite 403		
Internal Address:	c/o XPV Capital Corporation		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 1H8		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2891355	THERMA-FLITE	
Registration Number:	3662799	BIO-SCRU	
Registration Number:	3662806	HOLO-SCRU	
Registration Number:	3662803	PYRO-SCRU	
Registration Number:	4643729	TECHNOLOGY FOR A SUSTAINABLE FUTURE	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		

OP \$140.00 2891355

Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009064-0003

NAME OF SUBMITTER: Sara M Bauer

SIGNATURE: /Sara m Bauer/

DATE SIGNED: 09/11/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of September 11, 2015, by THERMA-FLITE, INC. (the “**Grantor**”), in favor of XPV WATER FUND LIMITED PARTNERSHIP and XPV WATER FUND (US) LIMITED PARTNERSHIP (together, the “**Secured Party**”).

WITNESSETH

WHEREAS, contemporaneously herewith, the Grantor is (i) issuing a promissory note dated the date hereof to the Secured Party (the “**Note**”) and (ii) entering into a Security Agreement dated the date hereof with the Secured Party (the “**Security Agreement**”); and

WHEREAS, the Secured Party wishes to take, and the Grantor wishes to grant to the Secured Party, a security interest in the Trademark Collateral (as defined below) in order to secure the payment to the Secured Party of all amounts owing from time to time to the Secured Party under and in accordance with the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations, the Grantor hereby grants to the Secured Party a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “**Trademark**”), excluding only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such

intent-to-use trademark applications under applicable law;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. Such Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note 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.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

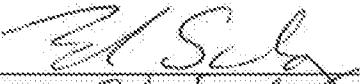
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF DELAWARE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

THERMA-FLITE, INC.

By: 
Name: Ed Salgado
Title: CFO

[Signature Page to Trademark Security Agreement]

Acknowledged and agreed to as of the date first above written.

SECURED PARTY:

XPV WATER FUND LIMITED PARTNERSHIP

By: XPV WATER GENERAL PARTNER LP, its
general partner

By: XPV WATER GENERAL PARTNER INC.,
its general partner

By: _____
Name:
Title:

XPV WATER FUND (US) LIMITED
PARTNERSHIP

By: XPV WATER (US) GENERAL PARTNER
LP, its general partner

By: XPV WATER (US) GENERAL PARTNER
INC., its general partner

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Registered Trademarks:

Name of Grantor	Trademark or Trademark Application	Status	Reg. No.	Reg. Date	Country
Therma-Flite, Inc.	THERMA-FLITE	Registered	2891355	05-Oct-2004	USA
Therma-Flite, Inc.	THERMA-FLITE	Registered	9535275	21-Jun-2012	China (People's Republic)
Therma-Flite, Inc.	赛尔马福来 (THERMA-FLITE in Chinese Characters)	Registered	9535276	21-Jun-2012	China (People's Republic)
Therma-Flite, Inc.	BIO-SCRU	Registered	3662799	04-Aug-2009	USA
Therma-Flite, Inc.	HOLO-SCRU	Registered	3662806	04-Aug-2009	USA
Therma-Flite, Inc.	HOLO-SCRU	Registered	9535272	21-Jun-2012	China (People's Republic)
Therma-Flite, Inc.	PYRO-SCRU	Registered	3662803	04-Aug-2009	USA
Therma-Flite, Inc.	TECHNOLOGY FOR A SUSTAINABLE FUTURE	Registered	4643729	25-Nov-2014	USA
Therma-Flite, Inc.	THERMA-FLITE	Registered	9535274	21-Jul-2012	China (People's Republic)
Therma-Flite, Inc.	BIO-SCRU	Registered	9535273	21-Jun-2012	China (People's Republic)

Applications for Trademarks:

Name of Grantor	Trademark or Trademark Application	Status	App. No.	App. Date	Country:
Therma-Flite, Inc.	ELECTRO-SCRU	Published	86/098825	23-Oct-2013	USA
Therma-Flite, Inc.	TECHNOLOGY FOR A SUSTAINABLE FUTURE	Pending	1675664	05-May-2014	Canada
Therma-Flite, Inc.	THERMA-FLITE	Pending	1675669	05-May-2014	Canada
Therma-Flite, Inc.	THERMA-FLITE	Pending	2014715291	07-May-2014	Russian Federation
Therma-Flite, Inc.	THERMA-LOGIC	Published	86/296173	30-May-2014	USA