

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM377353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camus Hydronics Limited		03/21/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4552147	ADVANTUS	
Registration Number:	4649155	CAMUS	
Registration Number:	4649310	DYNAFLAME	
Registration Number:	4671263	DYNAFORCE	
Registration Number:	4848960	DYNAMAX	
Registration Number:	4652963	MICOFLAME	
Serial Number:	86304458	TH SERIES	
Serial Number:	86844527	VTECH	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	2123186824		
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		
NAME OF SUBMITTER:	Christine Dionne		

CH \$215.00 4552147

SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/21/2016
Total Attachments: 7 source=RBC Cleaver-Brooks - Trademark Security Agreement - Camus Hydronics(120964487_1)#page1.tif source=RBC Cleaver-Brooks - Trademark Security Agreement - Camus Hydronics(120964487_1)#page2.tif source=RBC Cleaver-Brooks - Trademark Security Agreement - Camus Hydronics(120964487_1)#page3.tif source=RBC Cleaver-Brooks - Trademark Security Agreement - Camus Hydronics(120964487_1)#page4.tif source=RBC Cleaver-Brooks - Trademark Security Agreement - Camus Hydronics(120964487_1)#page5.tif source=RBC Cleaver-Brooks - Trademark Security Agreement - Camus Hydronics(120964487_1)#page6.tif source=RBC Cleaver-Brooks - Trademark Security Agreement - Camus Hydronics(120964487_1)#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2016 (this “**Agreement**”), between CAMUS HYDRONICS LIMITED, an Ontario corporation (the “**Grantor**”), and ROYAL BANK OF CANADA (“**Royal Bank**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Canadian Pledge and Security Agreement, dated December 19, 2012 (as amended, supplemented or otherwise modified from time to time, including by the Joinder Agreement to Canadian Pledge and Security Agreement (Camus Hydronics Limited), dated as of March 11, 2016, made by the Grantor and the Canadian Borrower, the “**Security Agreement**”), by and among Cleaver-Brooks of Canada Ltd., an Ontario corporation (the “**Canadian Borrower**”), the other parties thereto, and the Collateral Agent and (b) the Credit and Guarantee Agreement, dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including by the Assumption and Joinder Agreement (Camus Hydronics Limited), dated as of March 11, 2016, made by the Grantor, the “**Credit Agreement**”), among Cleaver-Brooks, Inc., a Delaware corporation (the “**US Borrower**”), the Canadian Borrower (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. Pursuant to the Security Agreement, the 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), the 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 of the Grantor’s 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 the Grantor or in which the 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 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 I;

(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 the 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. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks at the United States Patent & 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. The 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. The 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.

CAMUS HYDRONICS LIMITED

By: 

Name: John C. Oakley

Title: Vice President

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed by:

ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____
Name:
Title: **Susan Khokher**
Manager, Agency

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005754 FRAME: 0378

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations and Applications

Registrations

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ADVANTUS	85/476135	11/18/2011	4552147	6/17/2014	Registered
CAMUS	86/263985	4/27/2014	4649155	12/2/2014	Registered
DYNAFLAME	86304376	6/9/2014	4649310	12/2/2014	Registered
DYNAFORCE	86304433	6/9/2014	4671263	1/13/2015	Registered
DYNAMAX	86304400	6/9/2014	4848960	11/10/2015	Registered
MICOFLAME	86304455	6/9/2014	4652963	12/9/2014	Registered

Applications

Mark	App. No.	Filing Date	Status
TH SERIES	86/304458	6/9/2014	Suspended
VTECH	86/844527	12/9/2015	Pending

Canadian Trademark Registrations & Applications

Registrations

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ADVANTUS	1575554	4/30/2012	TMA880194	4/16/2014	Registered

Applications:

Trademark	App. No.	Filing Date	Status
CAMUS	1674558	4/28/2014	Pending
DYNAFORCE	1681797	6/18/2014	Allowed
DYNAMAX	1681796	6/18/2014	Allowed
DYNAFLAME	1681798	6/18/2014	Allowed
TH SERIES	1681794	6/18/2014	Allowed
MICOFLAME	1681795	6/18/2014	Allowed