

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Robertshaw US Holding Corp.		06/16/2016	Corporation: DELAWARE
Robertshaw Contols Company		06/16/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Sun BSI Finance, LLC
Street Address:	5200 Town Center Cir
Internal Address:	Ste 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1502013	P
Registration Number:	758044	PARAGON
Registration Number:	758088	PARAGON
Registration Number:	864981	R
Registration Number:	0341055	RANCO
Registration Number:	584070	RANCO
Registration Number:	587824	RANCO
Registration Number:	509419	ROBERTSHAW
Registration Number:	574303	ROBERTSHAW
Registration Number:	569742	ROBERTSHAW
Registration Number:	1972320	ROBERTSHAW
Registration Number:	857882	UNI-LINE

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

TRADEMARK

Phone: 3128628738
Email: michelle.nowicki@kirkland.com
Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 18045-4

NAME OF SUBMITTER: Michelle Nowicki

SIGNATURE: /Michelle Nowicki/

DATE SIGNED: 06/27/2016

Total Attachments: 5

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 16, 2016, by Robertshaw US Holding Corp. and Robertshaw Controls Company (each, a "Grantor"), in favor of Sun BSI Finance, LLC, a Delaware limited liability company (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated June 16, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Lender; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby, but excluding any intent-to-use trademark applications to the extent and for so long as creation by a Grantor of a security interest therein would result in the abandonment, cancellation, invalidation or unenforceability thereof and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and all rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for the benefit of the Lender, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP 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.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

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

ROBERTSHAW US HOLDING CORP.

By: 

Name: Aaron D. Rachelson

Title: Vice President and Secretary

ROBERTSHAW CONTROLS COMPANY

By: 

Name: Aaron D. Rachelson

Title: Vice President and Secretary

Trademark Security Agreement (Sun Note)

KE 41831013

TRADEMARK

REEL: 005822 FRAME: 0952

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

MARK	OWNER NAME	STATUS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
P (and Design)	Robertshaw US Holding Corp.	Registered	73/690,925	19-Oct-87	1502013	30-Aug-88
PARAGON	Robertshaw US Holding Corp.	Registered	72/160,217	4-Jan-63	758044	8-Oct-83
PARAGON	Robertshaw US Holding Corp.	Registered	72/160,216	4-Jan-63	758088	8-Oct-83
R Design	Robertshaw US Holding Corp.	Registered	72/280,251	13-Sep-67	864981	18-Feb-69
RANCO	Robertshaw US Holding Corp.	Registered	71/381,350	23-Jul-36	341055	1-Dec-36
RANCO	Robertshaw US Holding Corp.	Registered	71/622,557	15-Dec-51	584070	29-Dec-53
RANCO	Robertshaw US Holding Corp.	Registered	71/634,164	19-Aug-52	587824	6-Apr-54
ROBERTSHAW	Robertshaw Controls Company	Registered	71/545,895	31-Dec-47	509419	3-May-89
ROBERTSHAW	Robertshaw Controls Company	Registered	71/626,414	15-Mar-52	574303	12-May-03
ROBERTSHAW (Stylized)	Robertshaw Controls Company	Registered	71/626,416		569742	27-Jan-93
ROBERTSHAW and Design	Robertshaw Controls Company	Registered	74/576,175	20-Sep-94	1972320	7-May-96

MARK	OWNER NAME	STATUS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
UNI-LINE	Robertshaw Controls Company	Registered	72/274,241	19-Jun-67	857882	1-Oct-08