

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermal Corp.		10/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4457494	BREAKING THERMAL BARRIERS	
Registration Number:	2590953		
Registration Number:	3491270	HX	
Registration Number:	2722393	HXC	
Registration Number:	2795530	HXI	
Registration Number:	4631354	K TECHNOLOGY A DIVISION OF THERMACORE	
Registration Number:	3191888	K-CORE	
Registration Number:	2432762	THERMA-BASE	
Registration Number:	2664151	THERMA-BUS	
Registration Number:	2605636	THERMA-CHARGE	
Registration Number:	1317936	THERMACORE	
Registration Number:	2708039	THERMA-HINGE	
Registration Number:	2447899	THERMA-LOOP	
Registration Number:	3101946	THERMA-SINK	
Registration Number:	2450833	THERMA-TOWER	
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>			

CH \$390.00 4457494

Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0006

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 10/14/2016

Total Attachments: 5

source=Aavid - Trademark Security Agreement (Thermal Corp.) [EXECUTED](71564717_1_US-DOCS)#page1.tif
source=Aavid - Trademark Security Agreement (Thermal Corp.) [EXECUTED](71564717_1_US-DOCS)#page2.tif
source=Aavid - Trademark Security Agreement (Thermal Corp.) [EXECUTED](71564717_1_US-DOCS)#page3.tif
source=Aavid - Trademark Security Agreement (Thermal Corp.) [EXECUTED](71564717_1_US-DOCS)#page4.tif
source=Aavid - Trademark Security Agreement (Thermal Corp.) [EXECUTED](71564717_1_US-DOCS)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2016, is made by the entity listed on the signature pages hereof (“Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of February 5, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Aavid Corporation (f/k/a Aavid Acquisition, Inc.), a Delaware corporation (the “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares 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, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 3, 2012 in favor of the Agent (as the same 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, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 the 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, Grantor hereby agrees with the Agent as follows:

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

2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor, but excluding all Excluded Property, including any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (the “Trademark Collateral”):

(a) all of its Trademarks, 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.

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 the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

6. 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.

7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

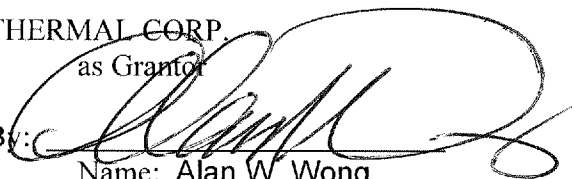
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

THERMAL CORP
as Grantor

By:



Name: Alan W. Wong

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005901 FRAME: 0348

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP

as Agent

K. Craig Gallehugh

By: _____

Name: Craig Gallehugh

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. REGISTERED TRADEMARKS

Trademark Name	App Number	Filing Date	Reg. Number	Reg. Date
BREAKING THERMAL BARRIERS	85/747854	10/8/2012	4457494	12/31/2013
DESIGN	76/178712	12/11/2000	2590953	7/9/2002
HX	77/207052	6/15/2007	3491270	8/26/2008
HXC	76/319202	9/28/2001	2722393	6/3/2003
HXI	76/319201	9/28/2001	2795530	12/16/2003
K TECHNOLOGY A DIVISION OF THERMACORE & DESIGN	86/173630	1/23/2014	4631354	11/4/2014
K-CORE	78/680480	7/28/2005	3191888	1/2/2007
THERMA-BASE	75/640893	2/16/1999	2432762	3/6/2001
THERMA-BUS	76/147589	10/16/2000	2664151	12/17/2002
THERMA-CHARGE	76/140142	10/2/2000	2605636	8/6/2002
THERMACORE	73/425797	5/13/1983	1317936	2/5/1985
THERMA-HINGE	78/075194	7/23/2001	2708039	4/15/2003
THERMA-LOOP	76/041562	5/5/2000	2447899	5/1/2001
THERMA-SINK	78/462593	8/5/2004	3101946	6/6/2006
THERMA-TOWER	75/913094	2/3/2000	2450833	5/15/2001

U.S. TRADEMARK APPLICATIONS

N/A