

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403468

| | | | |
|---|---|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest Recorded at Reel/Frame 3781/0441 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| National Penn Bank | | 12/30/2010 | Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Thermal Corp. | | |
| Street Address: | 1 Aavid Cir | | |
| City: | Laconia | | |
| State/Country: | NEW HAMPSHIRE | | |
| Postal Code: | 03246 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2590953 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 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: | 25040-3 MN | | |
| NAME OF SUBMITTER: | Michelle Nowicki | | |
| SIGNATURE: | /Michelle Nowicki/ | | |
| DATE SIGNED: | 10/27/2016 | | |
| Total Attachments: 4 | | | |
| source=Signed National Penn Bank Payoff Letter_Redacted 2#page1.tif | | | |
| source=Signed National Penn Bank Payoff Letter_Redacted 2#page2.tif | | | |
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CH \$40.00 2590953



December 30, 2010

Thermacore, Inc.
780 Eden Road
Lancaster, PA 17601

Sovereign Bank
601 Penn Street
Reading, PA 19601

RE: Pay off of loans (the "Loans") under Loan and Line of Credit Agreement dated May 1, 2008 between FSBO Venture Acquisitions, Inc. (the "Borrower") and National Penn Bank ("National Penn" or "us" or "we")

Ladies and Gentlemen:

The Borrower has informed us that it desires to repay the Loans, in full, on or about December 30, 2010 (the "Payoff Date"). This letter shall constitute our statement of the amount required in order for the Borrower to pay the Loans in full on the Payoff Date (assuming no change in the principal balance of the Loans from the date of this letter).

As of the Payoff Date, the Borrower shall owe the following with respect to the Loans (the "Payoff Sum"):

Term Loan:

| | | |
|-----------------------------|----|------------|
| Principal Balance | \$ | [REDACTED] |
| Interest due and payable | \$ | [REDACTED] |
| Bank or Administrative Fees | \$ | [REDACTED] |

Term Loan Total: \$ [REDACTED]

Line of Credit:

| | | |
|-----------------------------|----|------------|
| Principal Balance | \$ | [REDACTED] |
| Interest due and payable | \$ | [REDACTED] |
| Bank or Administrative Fees | \$ | [REDACTED] |

Line of Credit Total: \$ [REDACTED]

Total Due: \$ [REDACTED]

In addition, for each day after the Payoff Date, additional interest shall accrue and be payable in the amount of \$ [REDACTED] (Term Loan) and \$ [REDACTED] (Line of Credit) per diem until the Loans are paid in full, subject to changes in our Prime Rate or other applicable rate index, if any, prior to our receipt of the Payoff Sum. The Payoff Sum must be received, in immediately available funds, by 5:00 P.M. (Eastern time) on the Payoff Date in order for the Borrower to avoid an additional day's interest. We reserve the right to revise and notify the Borrower prior to

avoid an additional day's interest. We reserve the right to revise and notify the Borrower prior to our receipt of the Payoff Sum of any change in the Payoff Sum due to unforeseen circumstances, calculation errors, and amounts payable by the Borrower which are not included in the Payoff Sum or otherwise.

Payment of the Loans should be made by wire transfer to National Penn Bank, via the following instructions:

National Penn Bank
Philadelphia and Reading Avenues
Boyer Town, PA 19512

ABA [REDACTED]
BNF: [REDACTED]
Acct # [REDACTED]
Ref: Thermacore, Inc.

or in other immediately available funds delivered to the undersigned on behalf of National Penn Bank.

Subject to the terms hereof, upon our receipt of the Payoff Sum in immediately available funds, (i) any and all commitments by us to lend to the Borrower shall be terminated, (ii) the Loans shall be fully paid and discharged, and all of the Borrower's obligations, and the obligations of any of its subsidiaries and affiliates (together with Borrower, the "**Credit Parties**"), under any documents evidencing or executed in connection with the Loans (the "**Loan Documents**") shall be satisfied, terminated and released automatically, except for indemnification provisions which expressly survive such termination, (iii) any guaranties in respect of any obligations under the Loan Documents shall terminate automatically, (iv) all security interests and other liens granted to or held by us under the Loan Documents shall terminate automatically, (iv) the Loan Documents shall terminate automatically and have no further force or effect, except for indemnification provisions which expressly survive such termination, and (v) within a commercially reasonable time period, we will file UCC termination statements for any UCC financing statement with respect to the Loans naming any Credit Party as a debtor and National Penn as the secured party.

Additionally, upon receipt of the Payoff Sum, we shall within a commercially reasonable time period: (i) hand-deliver to Masano & Bradley (the "**Borrower's Designee**") at 1100 Berkshire Boulevard, Suite 201, Wyomissing, PA 19610, Attention: Michael J. Gombar, Jr. , such original executed satisfactions and other releases or authorizations as may be reasonably required to enable the Borrower or the Borrower's Designee to terminate or release our interest in any collateral and (ii)) hand-deliver to Borrower's Designee the original stock certificates listed on Exhibit A attached hereto. We shall have no liability to the Borrower for the termination, release or assignment of any financing statement, mortgage or deed of trust or for the return of any possessory collateral, if we shall have complied with the foregoing or other written instructions from the Borrower or the Borrower's Designee.

We agree to execute and deliver, at Borrower's expense, from time to time, all such other documents, discharges, agreements, certificates and instruments and do such further acts as Borrower or the Borrower's Designee may reasonably request in order to evidence or give public notice of the lien terminations, releases and cancellations referred to above including, without limitation, any and all documents, discharges, agreements, certificates and instruments required to terminate liens and security interests held by National Penn to secure the Loans, all in form and substance reasonably acceptable to Borrower or the Borrower's Designee, as applicable.

Very truly yours,

NATIONAL PENN BANK

By: Barbara H. Pattison
Barbara H. Pattison, Senior Vice President

EXHIBIT A

- Thermal Corp. Stock Certificate no. 3 issued to Thermacore, Inc. in the amount of 100 shares; and
- Thermacore Europe Limited Stock Certificate no. 5 issued to Thermal Corp. in the amount of 130 shares.