

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOUBLEDAY ACQUISITIONS, LLC		10/31/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Virtus Group, LP		
Street Address:	3300 N Interstate 35		
Internal Address:	Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78705		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2820913	ACUTEMP	
Registration Number:	2329476	VACUPANEL	
Registration Number:	2609749	VAXICOOL	
Registration Number:	2797267	HEMACOOL	
Registration Number:	2930158	THERMOCOR	
Registration Number:	2804489	VAXIPAC	
Registration Number:	3059892	VAXISAFE	
Registration Number:	3102799	THE RIGHT TEMPERATURE	
Registration Number:	4177404	ENERGY EFFICIENCY DELIVERED	
Registration Number:	4097435	REPAQ	
Registration Number:	3936133	PEACE OF MIND	
Serial Number:	86830768	THERMOCOR	
Serial Number:	86830755	THE RIGHT TEMPERATURE	
Serial Number:	86830764	ENERGY EFFICIENCY DELIVERED	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 2820913

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (704)503-2600
Email: vbantug@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 100 N TRYON STREET
Address Line 2: SUITE 3900
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Vicky R. Bantug
---------------------------	-----------------

SIGNATURE:	/Vicky R. Bantug/
-------------------	-------------------

DATE SIGNED:	11/01/2016
---------------------	------------

Total Attachments: 5

source=Executed Trademark Security Agreement - DoubleDay (10 31 16)#page1.tif

source=Executed Trademark Security Agreement - DoubleDay (10 31 16)#page2.tif

source=Executed Trademark Security Agreement - DoubleDay (10 31 16)#page3.tif

source=Executed Trademark Security Agreement - DoubleDay (10 31 16)#page4.tif

source=Executed Trademark Security Agreement - DoubleDay (10 31 16)#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 31, 2016 (this “**Trademark Security Agreement**”), by DoubleDay Acquisitions, LLC (the “**Grantor**”), in favor of Virtus Group, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]

DOUBLEDAY ACQUISITIONS, LLC


By:



Name: Patrick Schafer

Title: Chief Financial Officer, Treasurer
and Secretary

VIRTUS GROUP, LP,
as Administrative Agent

By: 
Name: Robert Tomlin
Title: Partner

**Schedule I
Trademarks and Trademark Applications**

Registrations:

Owner	Trademark	Status	Registration Date	Registration No.
DoubleDay Acquisitions, LLC	ACUTEMP	Registration	March 9, 2004	2820913
DoubleDay Acquisitions, LLC	VACUPANEL	Registration	March 14, 2000	2329476
DoubleDay Acquisitions, LLC	VAXICOOL	Registration	August 20, 2002	2609749
DoubleDay Acquisitions, LLC	HEMACOOL	Registration	December 23, 2003	2797267
DoubleDay Acquisitions, LLC	THERMOCOR	Registration	March 8, 2005	2930158
DoubleDay Acquisitions, LLC	VAXIPAC	Registration	January 13, 2004	2804489
DoubleDay Acquisitions, LLC	VAXISAFE	Registration	February 21, 2006	3059892
DoubleDay Acquisitions, LLC	THE RIGHT TEMPERATURE	Registration	June 13, 2006	3102799
DoubleDay Acquisitions, LLC	ENERGY EFFICIENCY DELIVERED	Registration	July 24, 2012	4177404
DoubleDay Acquisitions, LLC	REPAQ	Registration	February 14, 2012	4097435
DoubleDay Acquisitions, LLC	PEACE OF MIND	Registration	March 29, 2011	3936133

Applications:

Owner	Mark/Name	Status	Application Date	Application No.
DoubleDay Acquisitions, LLC	THERMOCOR	Application*	November 24, 2015	86830768
DoubleDay Acquisitions, LLC	THE RIGHT TEMPERATURE	Application*	November 24, 2015	86830755
DoubleDay Acquisitions, LLC	ENERGY EFFICIENCY DELIVERED	Application*	November 24, 2015	86830764

* Filed as "Intent-To-Use".