

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESCO PRODUCTS, INC.		04/26/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY, AS ADMINISTRATIVE AGENT		
Street Address:	25 S. CHARLES STREET, 18TH FLOOR		
Internal Address:	MAILCODE MD2-CS73		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86402861	MAAX	
Serial Number:	86407376	EZ CUBED	
Serial Number:	85448856	MASSTECH	
CORRESPONDENCE DATA			
Fax Number:	2129743205		
<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:	(212) 597-8200		
Email:	talesnick@lsellp.com		
Correspondent Name:	ALEX TALESNICK		
Address Line 1:	LUSKIN, STERN & EISLER LLP		
Address Line 2:	ELEVEN TIMES SQUARE		
Address Line 4:	NEW YORK, NEW YORK 10036		
NAME OF SUBMITTER:	Alex Talesnick		
SIGNATURE:	/Alex Talesnick/		
DATE SIGNED:	04/26/2017		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 26, 2017, is entered into between Resco Products, Inc., a Pennsylvania corporation (“**Resco Products**” or the “**Grantor**”), having an address of One Robinson Plaza, Suite 300, 6600 Steubenville Pike, Pittsburgh, PA 15205, and Manufacturers and Traders Trust Company, a national banking association having an address of 25 S. Charles Street, 18th Floor, Mailcode: MD2-CS73, Baltimore, MD 21201, as the Administrative Agent for the ratable benefit of itself and the other Secured Parties (as that term is defined in the Credit Agreement described below) (together with its successors and assigns in such capacity, the “**Administrative Agent**”), with reference to the following:

WHEREAS, the Grantor, Thermal Solutions Intermediate Holdings, Inc., a Delaware corporation (“**Thermal**”), and Resco Group, Inc., a Pennsylvania corporation (“**Resco Group**” and together with Resco Products and Thermal, the “**Borrowers**”), have entered into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, modified, supplemented and/or replaced and in effect from time to time, the “**Credit Agreement**”), with the Administrative Agent and the Lenders defined therein, pursuant to which the Lenders, subject to the terms and conditions contained therein, agreed to extend credit to the Borrowers; and

WHEREAS, it is a condition precedent to the Lenders making credit facilities available to the Borrowers under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement and UCC. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, and if not defined therein but defined in the UCC, shall have the meanings assigned to them in the UCC.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

(c) Construction. In this Agreement the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any

sale, transfer, or other disposition of any Collateral by the Grantor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Grantor hereby pledges, hypothecates, delivers and assigns to the Administrative Agent and creates in favor of the Administrative Agent, a security interest in all of the Grantor’s right, title and interest in and to all of the following property, in all of its forms, in each case whether now or hereafter existing, whether now or hereafter acquired, developed, created or arising, and wherever located (collectively, the “**Collateral**”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section attach to, nor shall “Collateral” include, (a) any lease, license, contract, property right or agreement to which the Grantor is a party or any of its rights of interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, unlawfulness, or unenforceability of any right, title or interest of the Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any

such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or government regulation (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property right or agreement that does not result in any of the consequences specified in (i) or (ii) above, including, without limitation, any Proceeds of such lease, license, contract, property right or agreement; or (b) any application to register trademarks in the PTO based upon the Grantor's "intent to use" such trademark (but only if the grant of a security interest in such "intent to use" trademark violates 15 U.S.C. §1060(a)) unless and until a "Statement of Use" of "Amendment to Allege Use" is filed with the PTO with respect thereto, at which point the Collateral shall include, and the security interest granted hereunder shall be attached to, such application.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Administrative Agent under the Credit Agreement or other Loan Documents referred to therein. The rights and remedies of the Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Loan Documents, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. The Grantor represents and warrants to the Administrative Agent that a true and correct list of all of the existing Collateral consisting of registered trademarks, trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Without limiting the Grantor's obligations in the immediately preceding sentence, the Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Collateral with the PTO, at the expense of the Grantor. In addition, the Grantor authorizes the Administrative Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Administrative Agent. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall promptly notify the Administrative Agent in a writing signed by the Grantor of the brief details thereof and grant to the

Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

6. Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Administrative Agent in accordance with the Security Agreements with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 6, the Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Administrative Agent and their respective successors and assigns. The Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

8. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York including Section 5-1401 of its General Obligations Law, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

9. Entire Agreement; Amendment. This Agreement and the Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Administrative Agent unilaterally may modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving the Administrative Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Administrative Agent under the Credit Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart,

but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. The security interests created by this Agreement shall terminate as set forth in the Credit Agreement and, upon such termination, the Administrative Agent (at the Grantor's expense) shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all such security interests given by the Grantor to the Administrative Agent hereunder, including cancellation of this Agreement by written notice from the Administrative Agent to the PTO.

12. No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.


13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

RESCO PRODUCTS, INC.

By: 

Name: Matthew J. Mastarone

Title: Treasurer and Secretary

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Administrative Agent for the
benefit of the Secured Parties described in the
Credit Agreement

By: _____

Name:

Title:

[Signature Page to First Lien TM Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

RESCO PRODUCTS, INC.

By: _____
Name:
Title:

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Administrative Agent for the
benefit of the Secured Parties described in the
Credit Agreement



By: _____
Name: James B. Hallock
Title: Vice President

[Signature Page to First Lien TM Security Agreement]

SCHEDULE A
To the Trademark Security Agreement

U.S. Trademarks of Grantor

<u>Country</u>	<u>Trademark Name</u>	<u>App. #</u>	<u>Filing Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
US	MAAX	86/402,861	9/23/2014	4,998,927	7/12/2016
US	EZ CUBED	86/407,376	9/26/2014	4,853,898	11/17/2015
US	MASSTECH	85/448,856	10/17/2011	4,403,878	9/17/2013