

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMI INTERNATIONAL, LLC		04/27/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4401928	MANAGING ENVIRONMENTS
Registration Number:	4073351	FLEXROOM
Registration Number:	3672214	POLAR-PRO
Registration Number:	3717759	AIR-PRO
Registration Number:	3672215	CASER
Registration Number:	3713267	COOLKEEPER
Registration Number:	3855407	PROTECTO
Registration Number:	3745996	SERVICE-PRO
Registration Number:	3717754	MEGA-PRO
Registration Number:	3782259	SCREEN-PRO
Registration Number:	3161742	FLEXTHERM
Registration Number:	3073391	FLEXSCREEN
Registration Number:	3082236	FLEXGUARD
Registration Number:	3022464	SAVE - T
Registration Number:	2996493	SAVE-T
Registration Number:	2922320	SAVE -T
Registration Number:	2941323	SAVE - T
Registration Number:	2951097	SAVE -T LOC
Registration Number:	2794467	CURTRONIZER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2788553	RIP-A-STRIP

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-140
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	04/28/2017

Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Golub Capital Markets LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative 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 Credit Agreement, dated as of September 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital Markets LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative 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, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 Administrative 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, each Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S.

Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), 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.

Section 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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

Section 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 Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 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.

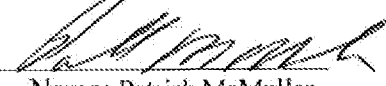
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

TMI INTERNATIONAL, LLC,
as Grantor

By: 

Name: Patrick McMullen
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL MARKETS LLC
as Administrative Agent

By: 

Name: Robert G. Tuchscherer
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006045 FRAME: 0435

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MANAGING ENVIRONMENTS	4401928	9/10/13
FLEXROOM	4073351	12/20/11
POLAR-PRO	3672214	8/25/09
AIR-PRO	3717759	12/1/09
CASER	3672215	8/25/09
COOLKEEPER	3713267	11/17/09
PROTECTO	3855407	10/5/10
SERVICE-PRO	3745996	2/9/10
MEGA-PRO	3717754	12/1/09
SCREEN-PRO	3782259	4/27/10
FLEXTHERM	3161742	10//24/06
FLEXSCREEN	3073391	3/28/06
FLEXGUARD	3082236	4/18/06
SAVE – T	3022464	12/6/05
SAVE-T	2996493	9/20/05
SAVE – T	2922320	2/1/05

SAVE – T	2941323	4/19/05
SAVE -T LOC	2951097	5/17/05
CURTRONIZER	2794467	12/16/03
RIP-A-STRIP	2788553	12/2/03