

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Th Marwin Company, Inc.		05/10/2017	Corporation: SOUTH CAROLINA
Marwin West, Inc.		05/10/2017	Corporation: SOUTH CAROLINA
Marwin Buyer, Inc.		05/10/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Tecum Capital Partners II, L.P.
Street Address:	8000 Brooktree Road
Internal Address:	Suite 310
City:	Wexford
State/Country:	PENNSYLVANIA
Postal Code:	15090
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5190181	MAKE SURE IT'S MARWIN-MADE.
Registration Number:	5181606	MARWIN
Registration Number:	4714312	ONE TOUCH
Registration Number:	4146149	THERMABLOC
Registration Number:	4755137	THERMACAP

CORRESPONDENCE DATA

Fax Number: 4123942555

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: 412-394-7767

Email: traip@clarkhill.com

Correspondent Name: Paul D. Bangor, Jr.

Address Line 1: 301 Grant Street, 14th Floor

Address Line 2: One Oxford Centre

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

OP \$140.00 5190181

ATTORNEY DOCKET NUMBER:	43986.314802
NAME OF SUBMITTER:	Paul D. Bangor, Jr.
SIGNATURE:	/Paul D. Bangor, Jr./
DATE SIGNED:	05/17/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

by

THE MARWIN COMPANY, INC.
as Borrower,

MARWIN WEST, INC.

and

MARWIN BUYER, INC.

dated as of May 10, 2017

THIS IP SECURITY AGREEMENT IS SUBJECT TO THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED MAY 10, 2017, BY AND AMONG TECUM CAPITAL PARTNERS II, L.P., COMERICA BANK AND THE BORROWER, AS THE SAME MAY FROM TIME TO TIME BE AMENDED, MODIFIED, EXTENDED, RENEWED OR RESTATED.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of May 10, 2017, is made by THE MARWIN COMPANY, INC., a South Carolina corporation ("Borrower"), MARWIN BUYER, INC., a Delaware corporation and MARWIN WEST, INC., a South Carolina corporation (collectively, "Guarantor") and together with Borrower, the "Grantor"), in favor of Tecum Capital Partners II, L.P. (the "Secured Party").

WHEREAS, Borrower and the Secured Party have entered into a Note Purchase Agreement dated as of the date hereof (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Note Purchase Agreement.

WHEREAS, in connection with the Note Purchase Agreement, Guarantor executed a Guaranty dated as of the date hereof in favor of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Note Purchase Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral as more fully set forth in the Security Agreement and Note Purchase Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

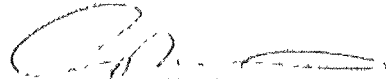
107 McQueen Street
West Columbia, SC 29172

GRANTOR:

THE MARWIN COMPANY, INC.

Exhibit No.
Addition

By

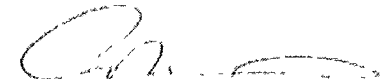


Name: Andrew Davis

Title: President, Treasurer and Secretary

MARWIN WEST, INC.

By




Name: Andrew Davis

Title: President, Treasurer and Secretary

MARWIN BUYER, INC.

By



Name: Andrew Davis

Title: Assistant Secretary

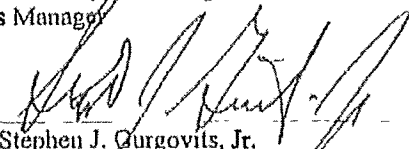
Address of Secured Party:
8000 Brooktree Road
Suite 310
Wexford, PA 15090
Attention: Stephen J. Gurgovits, Jr.

SECURED PARTY:

TECUM CAPITAL PARTNERS II, L.P.

By: Tecum Capital Partners II, LLC,
its general partner

By: Tecum Capital Management, Inc.,
its Manager

By: 
Name: Stephen J. Gurgovits, Jr.
Title: President and Chief Executive Officer

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner Information
<u>MAKE SURE IT'S MARWIN-MADE.</u>	87168319 (September 12, 2016)	5190181 (April 25, 2017)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina
<u>MARWIN</u>	87168538 (September 12, 2016)	5181606 (April 11, 2017)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina
<u>ONE TOUCH</u>	86422799 (October 14, 2014)	4714312 (March 31, 2015)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina
Therma	85428266 (September 21, 2011)	4146149 (May 22, 2012)	The Marwin Company, Inc. (South

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner Information
			Carolina Corp.) Columbia, South Carolina
<u>THERMACAP</u>	86422387 (October 13, 2014)	4755137 (June 16, 2015)	The Marwin Company, Inc. (South Carolina Corp.) West Columbia, South Carolina

SCHEDULE C

COPYRIGHTS

None.