TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433921

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADDISON HVAC LLC		06/30/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	STELLUS CAPITAL INVESTMENT CORPORATION, AS ADMINISTRATIVE AGENT
Street Address:	4400 POST OAK PARKWAY
Internal Address:	SUITE 2200
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1114463	ADDISON
Registration Number:	3906402	ADDISON

OP $65.00 1114463

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036760-178
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	07/06/2017

Total Attachments: 8

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH HEREIN AND IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF JUNE 30, 2017 (THE "SUBORDINATION AND INTERCREDITOR AGREEMENT"), BY AND AMONG ROBERTS-GORDON LLC, THE OTHER OBLIGORS FROM TIME TO TIME PARTY THERETO, STELLUS CAPITAL INVESTMENT CORPORATION, STELLUS CREDIT MASTER FUND II, LLC, STELLUS CREDIT VCOC FUND II, LLC, IN THEIR CAPACITIES AS "SUBORDINATED CREDITORS" UNDER AND AS DEFINED THEREIN, BNP PARIBAS (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS), IN ITS CAPACITY AS "ADMINISTRATIVE AGENT" UNDER AND AS DEFINED THEREIN. THE SUBORDINATED CREDITORS, BY ITS THEIR ACCEPTANCE HEREOF, IRREVOCABLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT.

GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this "**Grant of Trademark Security Interest**") is made as of June 30, 2017, by Roberts-Gordon LLC, a Delaware limited liability company (the "**Company**"), Rapid Engineering LLC, a Delaware limited liability company ("**Rapid**"), Weather-Rite LLC, a Delaware limited liability company ("**Weather-Rite**"), PoolPak LLC, a Delaware limited liability company ("**PoolPak**"), Addison HVAC LLC, a Delaware limited liability company ("**Addison HVAC**") and together with the Company, Rapid, Weather-Rite, and PoolPak, each a "**Grantor**" and collectively, the "**Grantors**"), in favor of STELLUS CAPITAL INVESTMENT CORPORATION, as Administrative Agent for and representative of (in such capacity, "**Secured Party**") the Beneficiaries. Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, pursuant to the Senior Subordinated Second Lien Credit Agreement, dated as of June 30, 2017 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") by and between the Company, the financial institutions listed therein (the "**Lenders**"), and Stellus Capital Investment Corporation, as Administrative Agent, Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, it desired that all obligations of the Company under the Credit Agreement and the other Loan Documents, be secured under the Security Agreement and this Grant of Trademark Agreement; and

WHEREAS, Rapid, Weather-Rite, PoolPak, and Addison HVAC each executed and delivered that certain Subsidiary Guaranty dated as of June 30, 2017 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders, pursuant to which each Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 30, 2017 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Company, Secured Party, each other Grantor, including each Additional Grantor, and the other grantors named therein, each Grantor has granted to the Secured Party a security interest in and to the Collateral, including the Trademark Collateral (as hereinafter defined);

TRADEMARK
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NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case, whether now owned or hereafter acquired (the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (owned by a Grantor, or hereafter adopted and used, in its business, including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"),

(ii) all registrations and applications for registration of Trademarks that have been or may hereafter be issued or applied for in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "**Trademark Registrations**"),

(iii) all common law and other rights in and to Trademarks in the United States and any state thereof and in foreign countries (collectively, the "**Trademark Rights**"),

(iv) all goodwill of the business symbolized by and associated therewith; and

(v) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include, nor shall any Grantor be deemed to have granted a security interest in any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark Registration shall automatically become part of the Trademark Collateral and the security interest granted hereunder.

Each Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE

TRADEMARK
REEL: 006099 FRAME: 0043

SECURITY INTEREST IN, OR THE REMEDIES, WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Grant of Trademark Security Interest may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of June, 2017.

ROBERTS-GORDON LLC

By: _____
Name: Richard G. Jasiura
Title: Executive Vice President and Chief Financial Officer

RAPID ENGINEERING LLC

By: _____
Name: Richard G. Jasiura
Title: Executive Vice President and Chief Financial Officer

ADDISON HVAC LLC

By: _____
Name: Richard G. Jasiura
Title: Executive Vice President and Chief Financial Officer

WEATHER-RITE LLC

By: _____
Name: Richard G. Jasiura
Title: Executive Vice President and Chief Financial Officer

POOLPAK, LLC

By: _____
Name: Richard G. Jasiura
Title: Executive Vice President and Chief Financial Officer

Accepted and Agreed:

STELLUS CAPITAL INVESTMENT CORPORATION,
as Administrative Agent, as Secured Party

By: _____
Name: W. Todd Huskinson
Title: Authorized Signatory

[Signature Page to Second Lien Grant of Trademark Interest]

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Owner	Trademark	Country	Registration/ Appl. Number	Registration/ Appl. Date
Addison HVAC LLC	ADDISON 01	United States	1,114,463	Mar 06, 1979
Addison HVAC LLC	ADDISON 02	United States	3,906,402	Jan 18, 2011
Roberts Gordon LLC	BANANZA & Design	United States	1,519,713	Jan 10, 1989
Roberts-Gordon LLC	BLACKHEAT	United States	2,734,699	July 8, 2003
Roberts-Gordon LLC	CARIBE	United States	2,200,406	Oct 27, 1998
PoolPak LLC	CLIMATEPAK	United States	2,650,410	Nov 12, 2002
Roberts-Gordon LLC	COMBAT	United States	2,813,299	Feb 10, 2004
Roberts-Gordon LLC	CO-RAY-VAC	United States	815,870	Sep 27, 1966
PoolPak LLC	ELECTRO-GUARD	United States	4,849,163	Nov 10, 2015
Roberts-Gordon LLC	ENERGYTUBE	United States	2,084,038	July 29, 1997
Rapid Engineering LLC	FIREBALL design	United States	2,023,219	Dec 17, 1996
Roberts-Gordon LLC	GORDON-RAY	United States	826,409	Mar 28, 1967
PoolPak LLC	POOLPAK	United States	4,911,949	Mar 8, 2016
Rapid Engineering LLC	RAPID & design	United States	1,556,700	Sep 19, 1989
Rapid Engineering LLC	RAPID & design	United States	2,045,777	Mar 18, 1997
Rapid Engineering LLC	RAPID & design	United States	2,054,607	Apr 22, 1997
Roberts-Gordon LLC	RG & Design	United States	2,442,487	Apr 10, 2001
Roberts-Gordon LLC	ROBERTS GORDON	United States	2,032,114	Jan 21, 1997
Roberts-Gordon LLC	SAS 01	United States	5,039,225	Sep 13, 2016
Roberts-Gordon LLC	SAS 02	United States	5,064,927	Oct 18, 2016
Roberts-Gordon LLC	Specified Air 01	United States	5,111,430	Dec 27, 2016
Roberts-Gordon LLC	Specified Air 02	United States	5,064,928	Oct 18, 2016
Roberts-Gordon LLC	Specified Air Solutions 01	United States	5,111,431	Dec 27, 2016
Roberts-Gordon LLC	Specified Air Solutions 02	United States	5,064,917	Oct 18, 2016
Rapid Engineering LLC	SPRAY-CURE	United States	1,919,529	Sept 19, 1995
Roberts-Gordon LLC	ULTRAVAC	United States	2,964,018	June 28, 2005
Roberts-Gordon LLC	VANTAGE	United States	3,984,274	June 28, 2011
Roberts-Gordon LLC	VANTAGE & Design	United States	1,462,700	Oct 27, 1987
PoolPak LLC	VIRTUAL-TECH	United States	4,849,162	Nov 10, 2015
Weather-Rite LLC	WEATHER-RITE	United States	1,491,013	June 7, 1988
Roberts-Gordon LLC	CORAYVAC & Design	United States	87,141,660	Aug 17, 2016
Roberts-Gordon LLC	THE INDUSTRY LEADER RADIANT EFFICIENCY & Design	United States	87,141,701	Aug 17, 2016
Roberts-Gordon LLC	VIRTUAL WALL	United States	87,141,512	Aug 17, 2016
Addison HVAC LLC	ADDISON	CTM	8,751,604	May 27, 2010
Roberts-Gordon LLC	BANANZA	Canada	448,095	Sept 22, 1995
Roberts-Gordon LLC	BLACKHEAT	Canada	605,290	Mar 16, 2004
Roberts-Gordon LLC	BLACKHEAT	Chile	789,938	June 14, 2007
Roberts-Gordon LLC	BLACKHEAT	India	1,690,105	May 22, 2008
Roberts-Gordon LLC	BLACKHEAT	New Zealand	752,003	Feb 1, 2007
Roberts-Gordon LLC	CARIBE	Canada	338,866	Apr 8, 1988

Owner	Trademark	Country	Registration/ Appl. Number	Registration/ Appl. Date
Roberts-Gordon LLC	CARIBE	CTM	796,193	June 23, 1999
Roberts-Gordon LLC	COMBAT	Australia	829,183	Mar 24, 2000
Roberts-Gordon LLC	COMBAT	Canada	625,619	Nov 17, 2004
Roberts-Gordon LLC	COMBAT	CTM	1,570,803	Jul 26, 2001
Roberts-Gordon LLC	COMBAT	Mexico	1,094,870	Apr 16, 2009
Roberts-Gordon LLC	COMBAT	So. Korea	4,005,041,640,000	Oct 22, 2001
Roberts-Gordon LLC	COMBAT	Turkey	2000 06378	Apr 11, 2000
Roberts-Gordon LLC	CO-RAY-VAC	Argentina	2,232,560	May 26, 2008
Roberts-Gordon LLC	CO-RAY-VAC	Australia	649,955	Jan 5, 1995
Roberts-Gordon LLC	CO-RAY-VAC	Canada	155,553	Feb 16, 1968
Roberts-Gordon LLC	CO-RAY-VAC	China	1,227,544	Nov 28, 1998
Roberts-Gordon LLC	CO-RAY-VAC [Chinese Script]	China	1,229,630	Dec 7, 1998
Roberts-Gordon LLC	CO-RAY-VAC	CTM	147,801	June 19, 1998
Roberts-Gordon LLC	CO-RAY-VAC	Hungary	152,786	July 6, 1998
Roberts-Gordon LLC	CO-RAY-VAC	New Zealand	244,416	Nov 17, 1997
Roberts-Gordon LLC	CO-RAY-VAC	Turkey	105,981	Mar 28, 1988
Roberts-Gordon LLC (co-own w/Katakana)	CO-RAY-VAC	Japan	4,220,104	Dec 11, 1998
Roberts-Gordon LLC	CRV	China	1,319,358	Sep 28, 1999
Roberts-Gordon LLC	ENERGYTUBE	Canada	505,187	Dec 7, 1998
Rapid Engineering LLC	FIREBALL design	Canada	744,212	July 29, 2009
Roberts-Gordon LLC	GORDON-RAY	Australia	656,735	Mar 27, 1995
Roberts-Gordon LLC	GORDON-RAY	Canada	155,422	Feb 9, 1968
Roberts-Gordon LLC	GORDON-RAY	New Zealand	247,235	Apr 11, 1997
Roberts-Gordon LLC	GORDON-RAY	Turkey	105,596	Mar 28, 1988
Roberts-Gordon LLC	PCL	China	8,576,311	Nov 21, 2011
Weather-Rite LLC	PHOENIX AIR SYSTEMS	Canada	745,661	Aug 18, 2009
Weather-Rite LLC	PHOENIX AIR SYSTEMS	Mexico	1,281,254	Apr 24, 2012
Weather-Rite LLC	PHOENIX AIR SYSTEMS & Design	Canada	813,775	Dec 9, 2011
Weather-Rite LLC	PHOENIX AIR SYSTEMS & Design	Mexico	1,193,365	Dec 6, 2010
Rapid Engineering LLC	RAPID	Canada	744,377	July 30, 2009
Rapid Engineering LLC	RAPID	China	10,750,720	Apr 14, 2014
Rapid Engineering LLC	RAPID & design	Canada	744,033	July 24, 2009
Rapid Engineering LLC	RAPID & design	So. Korea	4,004,098,140,000	July 14, 1998
Roberts-Gordon LLC	RG & Design	China	4,351,177	May 28, 2007
Roberts-Gordon LLC	RG & Design	CTM	4,095,972	Dec. 21, 2005
Roberts-Gordon LLC	ROBERTS GORDON	Argentina	2,491,665	Feb 22, 2012
Roberts-Gordon LLC	ROBERTS GORDON	Australia	829,184	Mar 24, 2000
Roberts-Gordon LLC	ROBERTS GORDON	Canada	494,877	May 20, 1998
Roberts-Gordon LLC	ROBERTS GORDON	China	7,978,493	Apr 7, 2011
Roberts-Gordon LLC	ROBERTS GORDON [Chinese Script]	China	1,229,629	Dec 7, 1998
Roberts-Gordon LLC	ROBERTS GORDON	CTM	147,827	Aug 21, 1998
Roberts-Gordon LLC	ROBERTS GORDON	International	897,557	Aug 31, 2006

Owner	Trademark	Country	Registration/ Appl. Number	Registration/ Appl. Date
		Register		
Roberts-Gordon LLC	ROBERTS GORDON	Mexico	1,094,452	Apr 15, 2009
Roberts-Gordon LLC	ROBERTS GORDON	So. Korea	4,005,041,690,000	Oct 22, 2001
Roberts-Gordon LLC	ROBERTS GORDON	Turkey	2002 02258	Feb 6, 2002
Roberts-Gordon LLC	SAS	Canada	957,401	Dec 7, 2016
Roberts-Gordon LLC	SPECIFIED AIR	Canada	933,749	Apr 5, 2016
Roberts-Gordon LLC	SPECIFIED AIR SOLUTIONS	Canada	953,422	Oct 26, 2016
Roberts-Gordon LLC	ULTRAVAC	Canada	644,638	July 19, 2005
Roberts-Gordon LLC	VANTAGE	Canada	334,069	Nov 13, 1987
Roberts-Gordon LLC	VANTAGE	CTM	941,591	Mar 1, 2000
Roberts-Gordon LLC	VANTAGE	Turkey	105625	Mar 28, 1988
Weather-Rite LLC	WEATHER-RITE	Canada	696,980	Sept 20, 2007
Roberts-Gordon LLC	BLACKHEAT	Saudi Arabia	142,707,791	Oct 7, 2006