

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TSM LLC		08/31/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4323874	QWIK THERM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3134968454		
<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>			
<b>Phone:</b>	3134967912		
<b>Email:</b>	berger@millercanfield.com		
<b>Correspondent Name:</b>	Kimberly A. Berger		
<b>Address Line 1:</b>	150 West Jefferson		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Detroit, MICHIGAN 48226		
<b>NAME OF SUBMITTER:</b>	Kimberly A. Berger		
<b>SIGNATURE:</b>	/Kimberly A. Berger/		
<b>DATE SIGNED:</b>	09/05/2017		
<b>Total Attachments: 4</b>			
source=Executed Grant of Security Interest TSM LLC#page1.tif			
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CH \$40.00 4323874



## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

FOR VALUABLE CONSIDERATION, as of this 31st day of August, 2017, the receipt and adequacy of which is acknowledged, TSM LLC, a Michigan limited liability company ("Grantor"), grants to Comerica Bank, a Texas banking association ("Bank"), as Agent for the Lenders under the Credit Agreement (as defined in the Security Agreement), a security interest and all of Grantor's right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit A;
2. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use) in and to all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, re-issues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications (collectively, the "Patents") described on Exhibit B; and
3. All proceeds, products, rents and profits of or from any and all the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement, dated as of August 31, 2017 (as may be amended, restated and/or modified from time to time, the "Security Agreement"), made by Grantor and other parties thereto, in favor of Bank for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[Signature Page Follows]

Grantor has executed and delivered this Grant of Security Interest in Trademarks and Patents as of the day and year first above written.

Principal Place of Business:

**TSM LLC**

1175 N. Opdyke Road  
Auburn Hills, Michigan 48326


By:   
Carl E. Nelson  
Its: Vice President and Secretary

Exhibit A  
Trademarks

<b>Registrant</b>	<b>Trademark</b>	<b>Serial/Reg. No.</b>
TSM LLC	QWIK THERM	4323874

Exhibit B  
Patents

Name	Owner	Patent No.
WINDSHIELD WASHER FLUID HEATER	TSM LLC	8925620