

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453295

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <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>    |
| Caltherm Corporation  |   | 11/30/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | The Governor and Company of the Bank of Ireland |                       |                       |
| <b>Street Address:</b>  | 2 Burlington Plaza, Burlington Road             |                       |                       |
| <b>City:</b>  | Dublin  |                       |                       |
| <b>State/Country:</b>   | IRELAND   |                       |                       |
| <b>Postal Code:</b>   | 4   |                       |                       |
| <b>Entity Type:</b>   | Public Limited Company: IRELAND                 |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                   | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4330739   | CALTHERM              |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  | 7036106200                                      |                       |                       |
| <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>   | +1 703 610 6100                                 |                       |                       |
| <b>Email:</b>   | boxip@hoganlovells.com                          |                       |                       |
| <b>Correspondent Name:</b>  | Valerie Brennan of Hogan Lovells US LLP         |                       |                       |
| <b>Address Line 1:</b>  | 7930 Jones Branch Drive, 9th Floor              |                       |                       |
| <b>Address Line 2:</b>  | Attn: Box Intellectual Property                 |                       |                       |
| <b>Address Line 4:</b>  | McLean, VIRGINIA 22102                          |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Valerie Brennan                                 |                       |                       |
| <b>SIGNATURE:</b>   | /vb/  |                       |                       |
| <b>DATE SIGNED:</b>   | 12/05/2017                                      |                       |                       |
| <b>Total Attachments: 6</b>   |   |                       |                       |
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2017 by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), in favor of The Governor and Company of the Bank of Ireland, in its capacity as security agent for the benefit of the Beneficiaries (as defined in the Security Agreement (as hereinafter defined)), as secured party (in such capacity and together with any successors in such capacity, the "**Security Agent**").

### RECITALS

The Company (as defined in the Security Agreement (defined below)), the Grantors, the Security Agent, each of the Finance Parties (as defined in the Facilities Agreement (defined below)) and others have entered into that certain Senior Facilities Agreement dated on or about the date of this Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**"), pursuant to which the Finance Parties have agreed to make available to the Company, the Grantors and the other Borrowers party thereto certain credit facilities on the terms and conditions set forth therein.

It is a condition to (i) the obligations of the Lenders and the Issuing Bank to make Utilisations under the Facilities Agreement and (ii) the performance of the obligations of the Hedge Counterparties under the Hedging Agreements that each Grantor execute and deliver, as applicable, the Finance Documents, including that certain Security Agreement, dated on or about the date of this Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the other Grantors named therein from time to time, and the Security Agent.

Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Security Agent, for itself and for the Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance in full of all the Secured Sums, whether now existing or arising hereafter, each of the Grantors hereby grants to the Security Agent, on behalf of itself and the Beneficiaries, a continuing security interest in and Lien on all right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of the Trademarks and Intellectual Property Licenses of Trademarks to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto; and

(b) all renewals of the foregoing.

Notwithstanding anything to the contrary above, the term "Trademark Collateral" shall not include any Excluded Assets.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent, on behalf of itself and the Beneficiaries, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different Parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

5. EFFECTIVENESS. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent. This Trademark Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.


6. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

7. CONSTRUCTION. This Trademark Security Agreement is a Finance Document.

[signature page follows]

IN WITNESS WHEREOF, each of the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

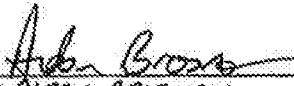

CALTHERM CORPORATION

By:   
Name: Jean Sebastian Frank  
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND, as Security Agent

By:    
Name: ALAN CROSS EILEEN KENNEDY  
Title: Service Manager Deputy manager

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Owner                   | Country       | Mark     | Application/<br>Registration No. | App/Reg Date              |
|-------------------------|---------------|----------|----------------------------------|---------------------------|
| Caltherm<br>Corporation | United States | CALTHERM | App. No.<br>85624034             | App. Date: 05-14-<br>2012 |
|                         |               |          | Reg. No. 4330739                 | Reg. Date: 05-07-<br>2013 |

Trademark Licenses

U.S. PATENT  
OFFICE



FIG. 1