

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LTI Holdings, Inc.		09/06/2018	Corporation: DELAWARE
LTI Flexible Products, Inc.		09/06/2018	Corporation: MINNESOTA
Lifetime Industries, Inc.		09/06/2018	Corporation: MINNESOTA
Aavid Thermalloy, LLC		09/06/2018	Limited Liability Company: DELAWARE
Nuventix, Inc.		09/06/2018	Corporation: DELAWARE
Aavid Thermal Corp.	FORMERLY Thermal Corp.	09/06/2018	Corporation: DELAWARE
CSI Medical, Inc.		09/06/2018	Corporation: DELAWARE
Aavid Niagara, LLC		09/06/2018	Limited Liability Company: NEW YORK
Action Fabricators, Inc.		09/06/2018	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street, 12th FL, South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	5369822	SOLCOUSTIC
Registration Number:	4625805	BIG DADDY SEALING SYSTEMS
Registration Number:	4572906	BIG DADDY SEALING SYSTEMS
Registration Number:	1736565	SOLIMIDE
Registration Number:	1131330	SOLIMIDE
Registration Number:	1820621	TRANSTHERM
Registration Number:	1028661	T
Registration Number:	5159407	AAVID KUNZE
Registration Number:	3954657	AAVID THERMALLOY
Registration Number:	2101701	EASY-PLY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4099958	EVOLUTION
Registration Number:	4096930	REVOLUTION
Registration Number:	3428167	SYNJET
Registration Number:	3427629	NUVENTIX
Registration Number:	4057315	LAMININ MEDICAL PRODUCTS
Registration Number:	4057314	LAMININ
Registration Number:	4242334	LAMININ MEDICAL PRODUCTS
Registration Number:	4242318	LAMININ
Registration Number:	3199153	STAYFLEX
Registration Number:	2697559	C
Registration Number:	1317936	THERMACORE
Registration Number:	2432762	THERMA-BASE
Registration Number:	2450833	THERMA-TOWER
Registration Number:	2447899	THERMA-LOOP
Registration Number:	2605636	THERMA-CHARGE
Registration Number:	2664151	THERMA-BUS
Registration Number:	2590953	
Registration Number:	2795530	HXI
Registration Number:	2722393	HXC
Registration Number:	2708039	THERMA-HINGE
Registration Number:	3101946	THERMA-SINK
Registration Number:	3191888	K-CORE
Registration Number:	4457494	BREAKING THERMAL BARRIERS
Registration Number:	4631354	K TECHNOLOGY A DIVISION OF THERMACORE
Registration Number:	3491270	HX

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 09/07/2018

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LTI Holdings, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 6, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada

Street Address: 200 Bay Street, 12th FL, South Tower

City: Toronto

State: Ontario

Country: Canada Zip: M5J 2W7

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 6, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006431 FRAME: 0735

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

LTI Flexible Products, Inc., a Minnesota Corporation
Citizenship – USA – MN

Lifetime Industries, Inc., a Minnesota Corporation
Citizenship – USA – MN

Aavid Thermalloy, LLC, a Delaware Limited Liability Company
Citizenship – USA – DE

Nuventix, Inc., a Delaware Corporation
Citizenship – USA – DE

Aavid Thermal Corp. (f/k/a Thermal Corp.), a Delaware Corporation
Citizenship – USA – DE

CSI Medical, Inc., a Delaware Corporation
Citizenship – USA – DE

Aavid Niagara, LLC, a New York Limited Liability Company
Citizenship – USA – NY

Action Fabricators, Inc., a Michigan Corporation
Citizenship – USA – MI

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2018, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Royal Bank of Canada, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Second Lien Agent**”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantors, the Second Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Second Lien Credit Agreement), each Grantor has assigned, pledged and granted to the Second Lien Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”). Until the Termination Date (as defined in the Second Lien Credit Agreement), the Second Lien Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.


NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grant the Second Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

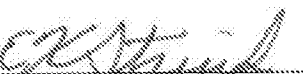
[Signature Pages Follow]

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


LTI HOLDINGS, INC., as Grantor

By: 
Name: Eric Struik
Title: Senior Vice President, Chief Financial Officer
and Secretary

LTI FLEXIBLE PRODUCTS, INC., as Grantor

By: 
Name: Eric Struik
Title: Senior Vice President, Chief Financial Officer
and Secretary


LIFETIME INDUSTRIES, INC., as Grantor

By: 
Name: Eric Struik
Title: Senior Vice President, Chief Financial Officer
and Secretary

AAVID THERMALLOY, LLC, as Grantor

By: 
Name: Eric Struik
Title: Vice President, Chief Financial Officer and
Treasurer

NUVENTIX, INC., as Grantor

By: 
Name: Eric Struik
Title: Secretary


[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006431 FRAME: 0738

AAVID THERMAL CORP. (f/k/a Thermal Corp.), as
Grantor

By: 
Name: Eric Struik
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary


CSI MEDICAL, INC., as Grantor

By: 
Name: Eric Struik
Title: Senior Vice President, Chief Financial Officer
and Secretary

AAVID NIAGARA, LLC, as Grantor

By: 
Name: Eric Struik
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary

ACTION FABRICATORS, INC., as Grantor

By: 
Name: Eric Struik
Title: Senior Vice President, Chief Financial Officer
and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA,
as Second Lien Agent

By: 

Name: Yvonne Brazier

Title: Manager, Agency Services

**Schedule I
Trademarks**

U.S. Trademarks and Applications

Title	App. #/ Reg. #	Current Owner
X'COND	4248081 (66A) International Reg. No. 1107162	LTI Holdings, Inc.
SOLCOUSTIC	5369822	LTI Flexible Products, Inc.
BIG DADDY SEALING SYSTEMS	4625805	LTI Flexible Products, Inc.
BIG DADDY SEALING SYSTEMS	4572906	LTI Flexible Products, Inc.
SOLIMIDE	1736565	LTI Flexible Products, Inc.
SOLIMIDE	1131330	LTI Flexible Products, Inc.
TRANSTHERM	1820621	Lifetime Industries, Inc.
T & design	1028661	Aavid Thermalloy, LLC
AAVID KUNZE & design	5159407	Aavid Thermalloy, LLC
AAVID THERMALLOY & design	3954657	Aavid Thermalloy, LLC
EASY-PLY	2101701	Aavid Thermalloy, LLC
EVOLUTION	4099958	Aavid Niagara, LLC
REVOLUTION	4096930	Aavid Niagara, LLC
SYNJET	3428167	Nuventix, Inc.
NUVENTIX	3427629	Nuventix, Inc.
LAMININ MEDICAL PRODUCTS & design	4057315	Action Fabricators, Inc.
LAMININ	4057314	Action Fabricators, Inc.
LAMININ MEDICAL PRODUCTS & design	4242334	Action Fabricators, Inc.
LAMININ	4242318	Action Fabricators, Inc.
LAMININ MEDICAL PRODUCTS & design	4057315	Action Fabricators, Inc.
STAYFLEX	3199153	CSI Medical, Inc.
C & design	2697559	CSI Medical, Inc.

Title	App. #/ Reg. #	Current Owner
THERMACORE	1317936	Thermal Corp.
THERMA-BASE	2432762	Thermal Corp.
THERMA-TOWER	2450833	Thermal Corp.
THERMA-LOOP	2447899	Thermal Corp.
THERMA-CHARGE	2605636	Thermal Corp.
THERMA-BUS	2664151	Thermal Corp.
DESIGN ONLY	2590953	Thermal Corp.
HXI	2795530	Thermal Corp.
HXC	2722393	Thermal Corp.
THERMA-HINGE	2708039	Thermal Corp.
THERMA-SINK	3101946	Thermal Corp.
K-CORE	3191888	Thermal Corp.
BREAKING THERMAL BARRIERS	4457494	Thermal Corp.
K TECHNOLOGY A DIVISION OF THERMACORE & design	4631354	Thermal Corp.
HX	3491270	Thermal Corp.