

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
API Heat Transfer ThermaSys Corporation		12/31/2018	Corporation: DELAWARE
API Heat Transfer Inc.		12/31/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2863063	THERMASYS	
Registration Number:	3470671	AIRTECH	
Registration Number:	3487261	API HEAT TRANSFER	
Registration Number:	3487262	API HEAT TRANSFER	
Registration Number:	0932242	BASCO	
Registration Number:	3986465	FINSEP	
Registration Number:	2762061	PCR	
Registration Number:	3448120	SCHMIDT	
Registration Number:	3448121	SCHMIDT	
Registration Number:	1919561	TC	
Registration Number:	4230508	PERFORMANCE IS EVERYTHING	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	devin.rodriques@clarivate.com		
Correspondent Name:	Jordana Dreyfuss		
TRADEMARK			

OP \$290.00 2863063

Address Line 1: 51 West 52nd Street, 26th Floor
Address Line 2: Wachtell, Lipton, Rosen & Katz
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Jordana Dreyfuss

SIGNATURE: /Devin Rodrigues/

DATE SIGNED: 01/04/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2018 (this “Agreement”), among API HEAT TRANSFER THERMASYS CORPORATION, a Delaware corporation (the “Borrower”), API HEAT TRANSFER INC., a New York corporation (“AHTI”, and together with the Borrower, individually a “Grantor” and collectively, jointly and severally, the “Grantors”) and Cortland Capital Market Services LLC, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of December 31, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among API HEAT TRANSFER INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Intermediate Holdings”), API HEAT TRANSFER COMPANY, a Delaware corporation (“Holdings”), THERMASYS GROUP HOLDING COMPANY, a Delaware corporation (“ThermaSys Holdings”), API GROUP HOLDINGS, LLC, a Delaware limited liability company (“API Holdings”, and together with Intermediate Holdings, Holdings, and ThermaSys Holdings, the “Parent Guarantors”), AHTI, the Borrower, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Parent Guarantors, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans or as consideration for Loans previously:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications, including, without limitation, the trademark and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13(d) of the Collateral Agreement, the security interest granted herein shall terminate at the time or times and in the manner provided in Section 5.13 of the Collateral Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**API HEAT TRANSFER THERMASYS
CORPORATION,
as Grantor**

By: 

Name: Thomas Strauss

Title: Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement – API Heat Transfer ThermaSys Corporation]

**TRADEMARK
REEL: 006517 FRAME: 0113**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**API HEAT TRANSFER INC.,
as Grantor**

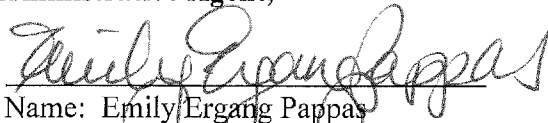
By: 

Name: Thomas Strauss
Title: Vice President and Chief Financial
Officer

[Signature Page to Trademark Security Agreement – API Heat Transfer Inc.]

**TRADEMARK
REEL: 006517 FRAME: 0114**

**CORTLAND CAPITAL MARKET SERVICES
LLC,
as Administrative Agent,**

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006517 FRAME: 0115**

Schedule I

Country/ Jurisdiction Name	Trademark Name	Reg. Number	Reg. Date	Company/Subsidiary
US Federal	ThermaSys	2,863,063	7/13/04	API Heat Transfer ThermaSys Corporation (f/k/a ThermaSys Corporation)
US Federal	AIRTECH	3470671	7/22/08	API Heat Transfer
US Federal	API HEAT TRANSFER	3487261	8/19/08	API Heat Transfer
US Federal	API Heat Transfer API Heat Transfer	3487262	8/19/08	API Heat Transfer
US Federal	BASCO	932242	4/11/72	API Heat Transfer Inc.
US Federal	FINSEP	3986465	6/28/11	API Heat Transfer Inc.
US Federal	PCR	2762061	9/9/03	API Heat Transfer Inc.
US Federal	SCHMIDT	3448120	6/17/08	API Heat Transfer
US Federal	SCHMIDT <i>Schmidt</i>	3448121	6/17/08	API Heat Transfer
US Federal	TC	1919561	9/19/95	API Heat Transfer Inc.
US Federal	PERFORMANCE IS EVERYTHING	4230508	10/23/12	API Heat Transfer Inc.