

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517705

<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>
Therma LLC		03/29/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4113731	T	
<b>Registration Number:</b>	4123854	THERMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-17007		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	04/05/2019		
<b>Total Attachments: 6</b>			
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source=A&R - Trademark Security Agreement (Therma) - Execution #page3.tif  
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source=A&R - Trademark Security Agreement (Therma) - Execution #page5.tif  
source=A&R - Trademark Security Agreement (Therma) - Execution #page6.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 29<sup>th</sup> day of March, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by and among Therma LLC (and together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns, pledges and grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising wheresoever location (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and exclusive licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto (but excluding any United States intent-to-use application for registration of a trademark, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law);

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the forgoing, the Trademark Collateral shall not include any Excluded Assets.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the prompt payment and performance to Agent and each Lender (and each other holder of any Obligations) of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor. Nothing herein, nor any exercise of rights hereunder by Agent, shall be deemed to make Agent responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

4. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks as provided in the Credit Agreement. If Agent shall have requested that any Grantor execute any amendment or supplement hereto as to any such new Trademarks or Licenses for Trademarks and Grantor shall have failed to do so within ten (10) days (or such later date as the Agent may agree to) after Agent's request, then Agent is authorized to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or by electronic transmission (including email transmission of a PDF image) shall be deemed an original signature hereto.

7. Construction. Unless the context of this Trademark Security Agreement clearly requires otherwise, rules of construction set forth in Section 1.4 of the Credit Agreement apply to this Trademark Security Agreement *mutatis mutandis*.

8. Governing Law. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York.

9. Amendment and Restatement. This Trademark Security Agreement amends and restates, and shall supersede and replace, in its entirety, that certain Trademark Security Agreement, dated June 20, 2017, by Therma in favor of Agent.

*[Remainder of page intentionally left blank; signature page follows.]*

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

GRANTOR:

**THERMA LLC**

By: 

Name: Christopher J. Panichi

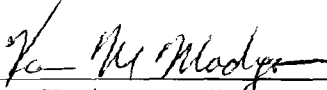
Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006611 FRAME: 0127**

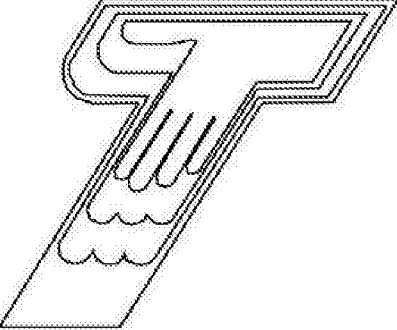
ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Kevin M. Madigan  
Title: Senior Vice President

SCHEDULE I  
TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**Registered trademarks:**

SERIAL NO.	REGISTRATION NO.	MARK
85080328	4113731	
85080324	4123854	THERMA