

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERMWELL PRODUCTS CO., INC.		10/04/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5040505		
Serial Number:	87254221	EAGLE AMERICAN ANTIQUE LAMP	
Registration Number:	5326995	ELITE CHOICE	
Registration Number:	5581859	EZ ROLL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	james.murray@wolterskluwer.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:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		
DATE SIGNED:	10/08/2019		
Total Attachments: 8			

OP \$115.00 5040505

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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)/Execution Date(s):

THERMWELL PRODUCTS CO., INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: NJ

Execution Date(s): October 4, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Wells Fargo Bank, National Association

Internal
Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

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)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other:

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

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

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: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 4

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

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

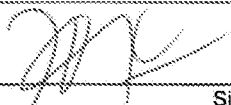
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

October 8, 2019

Date

Total number of pages including cover sheet, attachments, and document: 8

Syed Humza Moinuddin
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 1 TO AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") made as of October 4, 2019, between THERMWELL PRODUCTS CO., INC., a New Jersey corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party").

WITNESSETH:

WHEREAS, Debtor, Filmco Industries, Inc. and Lever Manufacturing Corporation entered into the into the Amended and Restated Loan and Security Agreement, dated June 7, 2013, by and among Debtor, Filmco Industries, Inc., Lever Manufacturing Corporation and Secured Party, as amended through Amendment No. 4 to Amended and Restated Loan and Security Agreement and Waiver, dated July 31, 2019 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Loan Agreement and the Trademark Security Agreement (as hereinafter defined), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, in connection with the financing arrangements set forth in the Loan Agreement, Debtor and Secured Party entered into the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated June 7, 2013, recorded with the United States Patent and Trademark Office on June 10, 2013 at Reel 5059, Frame 0686 (the "Trademark Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Debtor has notified Secured Party that Debtor has filed additional applications for, or has registered, certain trademarks with the United States Patent and Trademark Office;

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions.

(a) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed, and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(b) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed, and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(c) For purposes of this Amendment, unless otherwise defined herein, all terms used herein, including, but not limited to, those terms used above, shall have the respective meanings given to them in the Trademark Security Agreement.

2. Amendments to Trademark Security Agreement.

(a) Section 1 is amended by deleting the phrase ", and a conditional assignment of,".

(b) Section 3(b), 3(g) and 3(m) are amended by deleting the phrase "and conditional assignment".

(c) Section 3(d) and 3(h) are amended by deleting the phrase "and conditional assignment of".

(d) The title of the Trademark Security Agreement is hereby amended by deleting the phrase: "Collateral Assignment and".

(e) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

3. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 1 of the Trademark Security Agreement, as amended hereby, or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, as amended hereby, and hereby grants to Secured Party a continuing security interest in and a general lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions,

continuation and renewals thereof; and (ii) all prints and labels on which such Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks. Notwithstanding anything to the contrary contained herein, (i) no security interest shall be granted in United States intent-to-use trademark applications of Debtor 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 applications under applicable federal law and (ii) the grant of the assignment, security interest and lien with respect to the Trademarks shall not be deemed to be a present or absolute assignment.

4. Representations, Warranties and Covenants. All of the representations, warranties, covenants and provisions with respect to the Trademarks and the other Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 3 of this Amendment.

5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment or the Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

6. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

7. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.


8. Counterparts. This Amendment may be executed in one or more counterparts, and by Lender and each other party hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopier or other method of electronic transmission shall have the same force and effect as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telecopier or other method of electronic transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment as to such party or any other party.

9. Governing Law. The validity, interpretation and enforcement of this Amendment and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflict of laws).

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

THERMWELL PRODUCTS CO., INC.

By: 
Name: Mel Geater
Title: Secretary / Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

THERMWELL PRODUCTS CO., INC.

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Marie A Turner
Name: Marie A Turner
Title: Authorized Signatory

[Amendment No. 1 to Trademark Security Agreement (Thermwell)]

EXHIBIT A

Trademark Registrations and Applications

Trademark	Registration/Serial No.	Registration/Filing Date
New Snowman Design (hand waving) ((for fitted air conditioner covers, caulking materials, weather - stripping sealants in the nature of caulk, non-metal weather-stripping for use in buildings and homes, pipe insulation, plastic sheeting for use as drop cloths, storm window and door insulating kits comprised of plastic film and plastic framing strips and insulating door sweeps)	5,040,505	9/13/16
Eagle American Antique Lamp design (for lamps)	87/254221	12/1/16
ELITE CHOICE (for caulking materials and non-metal weather strips for buildings)	5,326,995	11/7/17
EZ ROLL (for storm window and door insulating kits comprising plastic film and adhesive tape, polyurethane film for use in sealing and insulating buildings)	5,581,859	10/9/18