

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548729

<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>
ACCU-THERM LLC		11/08/2019	Limited Liability Company: MISSOURI
INDEECO LLC		11/08/2019	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	227 W. Monroe St, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5193765	HEATREX	
<b>Registration Number:</b>	4892600	HEATREX	
<b>Registration Number:</b>	1473013	ACCUTHERM	
<b>Registration Number:</b>	5347534		
<b>Registration Number:</b>	4931809	INDEECO	
<b>Registration Number:</b>	1964774	ULTRA-SAFE	
<b>Registration Number:</b>	1490054	INDEECO	
<b>Registration Number:</b>	1403918	TRIAD	
<b>Registration Number:</b>	0669823	INDEECO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		

OP \$240.00 5193765

**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 4975.406

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 11/08/2019

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2019 by the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ASPEQ INTERMEDIATE HOLDINGS, INC., a Delaware corporation, as the Initial Borrower, and, immediately upon the consummation of the Debt Assumption (as defined in the Credit Agreement), ASPEQ HEATING GROUP LLC, a Delaware limited liability company, as Administrative Borrower, the other Loan Parties party thereto, the financial institutions party thereto (the "Lenders"), and Agent, Agent and Lenders have agreed to provide credit facilities for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the credit facilities available as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of 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 meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest, subject only to Permitted Liens (as defined in the Credit Agreement), in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"); provided, that, Trademark Collateral shall not include any Excluded Property):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

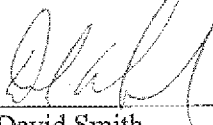
5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy, emailed pdf file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

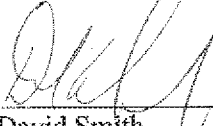
*[Signature Page Follows]*

IN WITNESS WHEREOF, 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.

**ACCU-THERM LLC**, a Missouri limited liability company

By:   
Name: David Smith  
Title: President and Chief Executive Officer

**INDEECO LLC**, a Missouri limited liability company

By:   
Name: David Smith  
Title: President and Chief Executive Officer

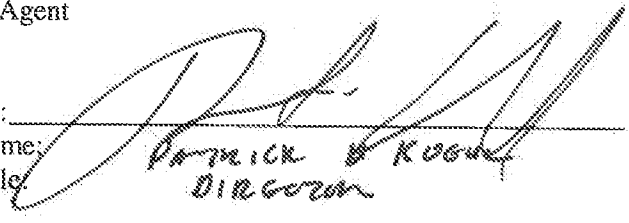
ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



DARRICK B. ROGAN  
DIRECTOR

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>	<b>OWNER</b>
HEATREX	86668517	Registered	5193765	05/02/17	Accu-Therm LLC
HEATREX	86668528	Registered	4892600	01/26/16	Accu-Therm LLC
ACCUTHERM	73526373	Registered	1473013	01/19/88	Accu-Therm LLC
None (Design only)	87188342	Registered	5347534	11/28/17	Indeeco LLC
INDEECO	86704026	Registered	4931809	04/05/16	Indeeco LLC
ULTRA-SAFE	74585066	Registered	1964774	03/26/96	Indeeco LLC
INDEECO	73654312	Registered	1490054	05/31/88	Indeeco LLC
TRIAD	73572882	Registered	1403918	08/05/86	Indeeco LLC
INDEECO	72043852	Registered	0669823	11/18/58	Indeeco LLC

Schedule I