

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM611988

<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>
THERMASOLUTIONS HOLDINGS, LLC		12/02/2020	Limited Liability Company: DELAWARE
TS1 ACQUISITION LLC		12/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP		
<b>Street Address:</b>	222 SOUTH NINTH STREET		
<b>Internal Address:</b>	SUITE 2800		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3841870	THERMASOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6129778650		
<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>	6129778287		
<b>Email:</b>	enewby@taftlaw.com		
<b>Correspondent Name:</b>	Emma Newby		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	45477-00027		
<b>NAME OF SUBMITTER:</b>	Emma Newby		
<b>SIGNATURE:</b>	/Emma Newby/		
<b>DATE SIGNED:</b>	12/02/2020		
<b>Total Attachments: 9</b>			

CH \$40.00 3841870

source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page1.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page2.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page3.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page4.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page5.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page6.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page7.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page8.tif  
source=Spell\_Thermasolutions - Intellectual Property Security Agreement#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of December 2, 2020 by and between SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP, a Delaware limited partnership (“**Purchaser**”), and THERMASOLUTIONS HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), and TS1 ACQUISITION LLC, a Delaware limited liability company (“**OpCo**” and, along with Holdings, individually and collectively, “**Grantor**”).

### RECITALS

A. Purchaser has agreed to purchase a senior subordinated note from Grantor in the amount and manner set forth in that certain Note Purchase and Security Agreement by and between Purchaser and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein are used as defined in the Note Purchase Agreement). Purchaser is willing to purchase a senior subordinated note from Grantor, but only upon the condition, among others, that Grantor shall grant to Purchaser a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Note Purchase Agreement.

B. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Purchaser a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note Purchase Agreement, Grantor grants and pledges to Purchaser a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks;

(i) All domain names including without limitation those set forth on Exhibit D attached hereto; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Purchaser.

Grantor hereby authorizes Purchaser to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Note Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Purchaser with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

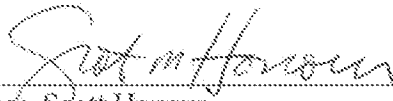
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction). THE PROVISIONS OF THE NOTE PURCHASE AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

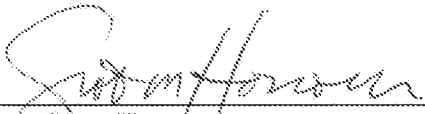
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

THERMASOLUTIONS HOLDINGS, LLC

By:   
Name: Scott Honour  
Title: President

TSI ACQUISITION LLC

By:   
Name: Scott Honour  
Title: President

[Signature Page to Intellectual Property Security Agreement]

PURCHASER:

SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP

By: SCMP Management II, LLC

Its: General Partner

By: 

Name: Ryan McKinney

Title: Senior Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Description</u>	Registration/ Application/ <u>Number</u>	Registration/ Application/ <u>Date</u>
OpCo	United States	THERMASOLUTIONS	3841870	August 31, 2010
OpCo	International	THERMASOLUTIONS	929357	June 18, 2007
OpCo	International	THERMOCHEM	929358	June 18, 2007

EXHIBIT D

Domain Names

<u>Grantor</u>	<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>
OpCo	HIPECREGISTRY.COM	GoDaddy.com, LLC	June 14, 2021
OpCo	HIPECPATIENTREGISTRY.COM	GoDaddy.com, LLC	February 21, 2021
OpCo	THERMASOLUTIONS.COM	GoDaddy.com, LLC	June 11, 2021