

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LCR Hallcrest, LLC		12/23/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4053271	THERMOSMART	
<b>Registration Number:</b>	2525186	LCR	
<b>Registration Number:</b>	203004		
<b>Registration Number:</b>	515530		
<b>Registration Number:</b>	2095712	THERMOSTRIP	
<b>Registration Number:</b>	1012824	DIGI-TEMP	
<b>Registration Number:</b>	3290739	FEVER SCAN	
<b>Registration Number:</b>	1020431	THERMOGRAPHICS	
<b>Registration Number:</b>	1681221	TOUCHSTONE	
<b>Registration Number:</b>	1066644	CLINITEMP	
<b>Registration Number:</b>	1737524	THERMOCHROMIC	
<b>Registration Number:</b>	2080491	GLI	
<b>Registration Number:</b>	3367505	BRITE LINE	
<b>Registration Number:</b>	3591669	CHROMAX	
<b>Registration Number:</b>	5696025	CLINITREND	
<b>Registration Number:</b>	5751225	BRITEVENT	
<b>Registration Number:</b>	5759496	BRITE DOT	
<b>Registration Number:</b>	5814213	THERMOCAPTURE	

CH \$465.00 4053271

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 2128192511**Email:** iprecordations@whitecase.com**Correspondent Name:** Kate Andes**Address Line 1:** 1221 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	1785638-0030-CM65
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<b>NAME OF SUBMITTER:</b>	Kate Andes
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<b>SIGNATURE:</b>	/Kate Andes/
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<b>DATE SIGNED:</b>	12/23/2020
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **December 23, 2020** between the signatory hereto (the “**Grantor**”) in favor of **BMO HARRIS BANK N.A.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the USA Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain USA Pledge and Security Agreement, dated as of November 25, 2019 (as amended by the First Amendment thereto and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “**USA Pledge and Security Agreement**”; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the USA Pledge and Security Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the USA Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: any right to use any Trademark or Trade Secret, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of

any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. 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 of 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.


**Section 4. Governing Law.** This Agreement and any claims, 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 law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the USA Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the USA Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the USA Pledge and Security Agreement or the Credit Agreement, the provisions of the USA Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

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**IN WITNESS WHEREOF**, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LCR HALLCREST, LLC,**  
as the Grantor

By:   
Name: Michael P. Santoni  
Title: Vice President Finance, Secretary and Treasurer

:

**BMO HARRIS BANK N.A., as Collateral Agent**

By:  \_\_\_\_\_  
Name: Stephen Mueller  
Title: Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

Owner	Trademark	Country	Number
LCR Hallcrest, LLC	THERMOSMART	US	4053271
LCR Hallcrest, LLC	THERMOSTRIP	Community	006961676
LCR Hallcrest, LLC	LCR	US	2,525,186
LCR Hallcrest, LLC	DIGI-TEMP	Canada	TMA203004
LCR Hallcrest, LLC	GLI	Canada	TMA515530
LCR Hallcrest, LLC	THERMOSTRIP	US	2,095,712
LCR Hallcrest, LLC	DIGI-TEMP	US	1,012,824
LCR Hallcrest, LLC	FEVER SCAN	US	3,290,739
LCR Hallcrest, LLC	THERMOGRAPHICS	US	1,020,431
LCR Hallcrest, LLC	TOUCHSTONE	US	1,681,221
LCR Hallcrest, LLC	CLINTEMP	US	1,066,644
LCR Hallcrest, LLC	THERMOCHROMIC	US	1,737,524
LCR Hallcrest, LLC	GLI	US	2080491
LCR Hallcrest, LLC	BRITE LINE	US	3367505
LCR Hallcrest, LLC	CHROMAX	US	3591669
LCR Hallcrest, LLC	CLINITREND	US	5696025
LCR Hallcrest, LLC	BRITEVENT	US	5751225
LCR Hallcrest, LLC	BRITE DOT	US	5759496
LCR Hallcrest, LLC	THERMOCAPTURE	US	5814213

2. Licenses

N/A