

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSAFE, LLC		12/23/2020	Limited Liability Company: DELAWARE
DOUBLEDAY ACQUISITIONS, LLC		12/23/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC, as Administrative Agent		
Street Address:	555 California Street, 50th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2820913	ACUTEMP	
Registration Number:	4116567	CSAFE	
Registration Number:	4177404	ENERGY EFFICIENCY DELIVERED	
Registration Number:	5291706	ENERGY EFFICIENCY DELIVERED	
Registration Number:	4014241	EQUIP	
Registration Number:	2797267	HEMACOOL	
Registration Number:	3936133	PEACE OF MIND	
Registration Number:	4097435	REPAQ	
Registration Number:	3102799	THE RIGHT TEMPERATURE	
Registration Number:	5407989	THE RIGHT TEMPERATURE	
Registration Number:	2930158	THERMOCOR	
Registration Number:	5291707	THERMOCOR	
Registration Number:	2609749	VAXICOOL	
Registration Number:	2804489	VAXIPAC	
Registration Number:	3059892	VAXISAFE	
CORRESPONDENCE DATA			

TRADEMARK

Fax Number: 4045725100

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: 4045723493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E., Suite 1600

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	22939.515032
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NAME OF SUBMITTER:	Karen Osborne
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SIGNATURE:	//Karen Osborne//
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DATE SIGNED:	12/23/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2020 (this “**Agreement**”), by and among CSAFE, LLC, a Delaware limited liability company (“**CSafe**”), DOUBLEDAY ACQUISITIONS, LLC, an Ohio limited liability company (“**DoubleDay**”, and collectively with CSafe, the “**Grantors**”, and each a “**Grantor**”), and KKR LOAN ADMINISTRATION SERVICES LLC, as administrative agent and collateral agent (in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Pledge and Security Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among CSAFE ACQUISITION COMPANY, INC., a Delaware corporation (“**Borrower**”), CSF HOLDING COMPANY, INC., a Delaware corporation (“**Holdings**”), the other Grantors from time to time party thereto and the Administrative Agent and (b) the Credit Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, hereby grants to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors (at the Grantors' expense) to evidence and record the release of the security interests in the Trademark Collateral granted herein.

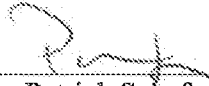
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

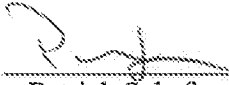
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IN WITNESS WHEREOF, each Grantor and the Agent have executed this Trademark Security Agreement as of the date first above written.

CSAFE, LLC

By: 
Name: Patrick Schafer
Title: Chief Executive Officer

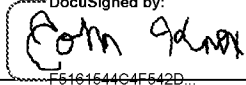
DOUBLEDAY ACQUISITIONS, LLC

By: 
Name: Patrick Schafer
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007162 FRAME: 0862

KKR LOAN ADMINISTRATION SERVICES
LLC, as Administrative Agent

By:  DocuSigned by:
F6161644C4F642D...
Name: John Knox
Title: CFO

Schedule I**United States Trademarks and Trademark Applications**

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
ACUTEMP	App. No. 76/489,406 Reg. No. 2,820,913	9 Mar. 2004	DoubleDay Acquisitions, LLC
CSAFE	App. No. 76/706,169 Reg. No. 4,116,567	27 Mar. 2012	CSafe, LLC
ENERGY EFFICIENCY DELIVERED	App. No. 76/707,772 Reg. No. 4,177,404	24 July 2012	DoubleDay Acquisitions, LLC
ENERGY EFFICIENCY DELIVERED	App. No. 86/830,764 Reg. No. 5,291,706	19 Sept. 2017	DoubleDay Acquisitions, LLC
EQUIP	App. No. 76/706,301 Reg. No. 4,014,241	23 Aug. 2011	CSafe, LLC
HEMACOOL	App. No. 76/486,963 Reg. No. 2,797,267	23 Dec. 2003	DoubleDay Acquisitions, LLC
PEACE OF MIND	App. No. 76/703,739 Reg. No. 3,936,133	29 Mar. 2011	DoubleDay Acquisitions, LLC
REPAQ	App. No. 76/706,302 Reg. No. 4,097,435	14 Feb. 2012	DoubleDay Acquisitions, LLC
THE RIGHT TEMPERATURE	App. No. 76/634,511 Reg. No. 3,102,799	13 June 2006	DoubleDay Acquisitions, LLC
THE RIGHT TEMPERATURE	App. No. 86/830,755 Reg. No. 5,407,989	20 Feb. 2018	DoubleDay Acquisitions, LLC
THERMOCOR	App. No. 76/531,651 Reg. No. 2,930,158	8 Mar. 2005	DoubleDay Acquisitions, LLC
THERMOCOR	App. No. 86/830,768 Reg. No. 5,291,707	19 Sept. 2017	DoubleDay Acquisitions, LLC
VAXICOOL	App. No. 76/337,360 Reg. No. 2,609,749	20 Aug. 2002	DoubleDay Acquisitions, LLC
VAXIPAC	App. No. 76/489,407 Reg. No. 2,804,489	13 Jan. 2004	DoubleDay Acquisitions, LLC
VAXISAFE	App. No. 76/632,462 Reg. No. 3,059,892	21 Feb. 2006	DoubleDay Acquisitions, LLC