

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermographic Measurements Limited		02/16/2021	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1815318	CHROMAZONE	
Registration Number:	1940765	THERMAX	
Registration Number:	1995636	THERMAX	
Registration Number:	1220476	THERMAX	
Registration Number:	1672969	THAWALERT	
Registration Number:	1850580	CHILLCHECKER	
Registration Number:	2502695	TEMPSAFE	
Registration Number:	2438698	SOLAR ZONE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		
ATTORNEY DOCKET NUMBER:	1785638-0030-CM65		
NAME OF SUBMITTER:	Kate Andes		

CH \$215.00 1815318

SIGNATURE:	/Kate Andes/
DATE SIGNED:	02/16/2021
Total Attachments: 5 source=SpotSee - Trademark Security Agreement (Thermographic)#page1.tif source=SpotSee - Trademark Security Agreement (Thermographic)#page2.tif source=SpotSee - Trademark Security Agreement (Thermographic)#page3.tif source=SpotSee - Trademark Security Agreement (Thermographic)#page4.tif source=SpotSee - Trademark Security Agreement (Thermographic)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **February 16, 2021** between the signatory hereto (the “**Grantor**”) in favor of **BMO HARRIS BANK N.A.**, as security agent for the Secured Parties (in such capacity, the “**Security Agent**”) (as defined in the Debenture referred to below). Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Debenture (as defined below) or the Credit Agreement (as defined in the Debenture), as applicable.

WHEREAS, reference is made to that certain Debenture, dated as of 22 December 2020 (as amended by that certain Deed dated 22 January 2021 among Grantor, Hallcrest Group Limited, LCR Hallcrest Limited and Security Agent, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Debenture**”), by and among the Grantor, each other Chargor party thereto and the Security Agent; and

WHEREAS, under the terms of the Debenture, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Security Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Security Assets, 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 Security Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Security 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.

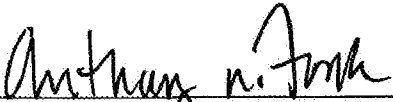
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, 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 Debenture 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 Debenture 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 Debenture or the Credit Agreement, the provisions of the Debenture or the Credit Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

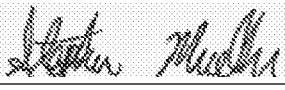
IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**THERMOGRAPHIC MEASUREMENTS
LIMITED**, as the Grantor

By: 
Name: Anthony N. Fonk
Title: Director

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

BMO HARRIS BANK N.A., as Security Agent

By:  _____

Name: Stephen Mueller
Title: Director

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 007194 FRAME: 0206

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

Owner	Trademark	Country	Number
Thermographic Measurements Limited	Chromazone	U.S	1,815,318 / 74/223431
Thermographic Measurements Limited	Thermax	U.S	1,940,765 / 74/568675
Thermographic Measurements Limited	Thermax	U.S	1,995,636 / 74/731694
Thermographic Measurements Limited	Thermax	U.S	1,220,476 / 73/306812
Thermographic Measurements Limited	Thawalert	U.S	1,672,969 / 74/048664
Thermographic Measurements Limited	Chillchecker	U.S	1,850,580 / 74/360652
Thermographic Measurements Limited	Tempsafe	U.S	2,502,695 / 75/743521
Thermographic Measurements Limited	Solar Zone & Design	U.S	2,438,698 / 75/085111

2. Licenses

N/A