

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625125

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900587391 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-------------------------|
| Carlton Meter, Inc. | | 12/17/2020 | Corporation: MICHIGAN |
| Thermco Products, Inc. | | 12/17/2020 | Corporation: NEW JERSEY |
| Control Solutions, Inc. | | 12/17/2020 | Corporation: OREGON |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | BMO Harris Bank, N.A. As Administrative Agent |
| Street Address: | 111 West Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|-----------------------------|----------|-----------------------|
| Registration Number: | 5462089 | THERMCO PRODUCTS, INC |
| Registration Number: | 5246536 | THERMCO |
| Registration Number: | 5363077 | ERTCO |
| Registration Number: | 5251785 | FAHRENHEIT |
| Registration Number: | 5561226 | VFC 400 |
| Registration Number: | 3970043 | ACCUTHERM |
| Registration Number: | 2717301 | CARLON |
| Serial Number: | 90139423 | ACCU-SAFE |
| Serial Number: | 90112039 | VFC 200 |
| Serial Number: | 90111943 | VFC 300 |
| Serial Number: | 90112001 | VFC 311 |
| Serial Number: | 90112075 | VFC 350 |
| Serial Number: | 90112227 | VFC 500 |
| Serial Number: | 90112143 | VFC 5000 |

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: 4155911000
Email: trademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 013757.00080 |
| NAME OF SUBMITTER: | Laura M. Franco |
| SIGNATURE: | /Laura M. Franco/ |
| DATE SIGNED: | 02/08/2021 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2020 is made by Carlon Meter, Inc., a Michigan corporation, Thermco Products, Inc. a New Jersey corporation, and Control Solutions, Inc., an Oregon corporation (“Grantor” and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of December 17, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver a Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THERMCO PRODUCTS, INC.,
as Grantor

By: Eric Kownacki
Name: Eric Kownacki
Title: Chief Executive Officer

CONTROL SOLUTIONS, INC.,
as Grantor

By: Eric Kownacki
Name: Eric Kownacki
Title: Chief Executive Officer


CARLON METER, INC.,
as Grantor

By: Eric Kownacki
Name: Eric Kownacki
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:


BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Daniel Johnson
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>Owner</u> | <u>Mark</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Jurisdiction</u> |
|-------------------------|---|------------------------|--------------------|-------------------------|--------------------------|---------------------|
| Thermco Products, Inc. |  | 87/404,215 | Apr. 9, 2017 | 5,462,089 | May 8, 2018 | United States |
| Thermco Products, Inc. | THERMCO | 87/343,447 | Feb. 21, 2017 | 5,246,536 | July 18, 2017 | United States |
| Thermco Products, Inc. | ERTCO | 87/330,014 | Feb. 9, 2017 | 5,363,077 | Dec. 26, 2017 | United States |
| Control Solutions Inc. | FAHRENHEIT | 86/806,334 | Nov. 2, 2015 | 5,251,785 | July 25, 2017 | United States |
| Control Solutions, Inc. | VFC 500 | 87/868,966 | April 9, 2018 | 5,561,226 | September 11, 2018 | United States |
| Thermco Products, Inc. | ACCUTHERM | 85/142,508 | Sept. 30, 2010 | 3,970,043 | May 31, 2011 | United States |
| Carlton Meter, Inc. | CARLON | 76/406,191 | May 9, 2002 | 2,717,301 | May 20, 2003 | United States |

2. TRADEMARK APPLICATIONS

| <u>Owner</u> | <u>Mark</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Jurisdiction</u> |
|-------------------------|-------------|------------------------|--------------------|---------------------|
| Thermco Products, Inc. | ACCU-SAFE | 90/139,423 | Aug. 26, 2020 | United States |
| Control Solutions, Inc. | VFC 200 | 90/112,039 | August 13, 2020 | United States |
| Control Solutions, Inc. | VFC 300 | 90/111,943 | August 13, 2020 | United States |
| Control Solutions, Inc. | VFC 311 | 90/112,001 | August 13, 2020 | United States |

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|-------------------------|----------|------------|-----------------|---------------|
| Control Solutions, Inc. | VFC 350 | 90/112,075 | August 13, 2020 | United States |
| Control Solutions, Inc. | VFC 500 | 90/112,227 | August 13, 2020 | United States |
| Control Solutions, Inc. | VFC 5000 | 90/112,143 | August 13, 2020 | United States |