

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Short Form)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Watlow Electric Manufacturing Company		03/02/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	6089341	F4T	
Registration Number:	5591300	ADAPTIVE THERMAL SYSTEMS	
Registration Number:	5303494	ASPYRE	
Registration Number:	4203111	ASSURANT	
Registration Number:	5591299	ATS	
Registration Number:	4918894	COMPOSER	
Registration Number:	1916257	DIN-A-MITE	
Registration Number:	4819711	ECO-HEAT	
Registration Number:	3263995	EHG	
Registration Number:	2457437	E-SAFE	
Registration Number:	3842858	EXACTSENSE	
Registration Number:	5585262	EZ-LINK	
Registration Number:	3262979	EZ-ZONE	
Registration Number:	801239	FIREBAR	
Registration Number:	622076	FIREROD	
Registration Number:	4934225	FLUENT	
Registration Number:	3082774	FREEFLEX	
Registration Number:	4810226	HYDROSAFE	
Registration Number:	4740886	INTUITION	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2267494	MINICHEF
Registration Number:	4957311	OPTIMAX
Registration Number:	5157706	POWERED BY POSSIBILITY
Registration Number:	5710629	POWERGLIDE
Registration Number:	1697510	RAYMAX
Registration Number:	5502270	SELECT
Registration Number:	1219814	SERV-RITE
Registration Number:	2744674	STRETCH-TO-LENGTH
Registration Number:	5716017	SURETEMP
Registration Number:	2560529	THERMOPOLYMER
Registration Number:	1680830	THINBAND
Registration Number:	3135657	TRU-TUNE
Registration Number:	3309751	ULTRAMIC
Registration Number:	5157705	W
Registration Number:	1159814	W
Registration Number:	5162624	W WATLOW
Registration Number:	5238228	WATCONNECT
Registration Number:	388227	WATLOW
Registration Number:	1177036	WATLOW
Registration Number:	2376723	WATLOW
Registration Number:	5162606	WATLOW
Registration Number:	2177127	WATLOW.COM
Registration Number:	1205263	XACTPAK
Serial Number:	90494403	D4T

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1106938-0145-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	03/03/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT (SHORT FORM)

Trademark Security Agreement, dated as of March 2, 2021, by **WATLOW ELECTRIC MANUFACTURING COMPANY**, a Missouri corporation (the “**Grantor**”), in favor of **BANK OF MONTREAL** (acting through such of its affiliates or branches as it deems appropriate, the “**Administrative Agent**”), in its capacity as Administrative Agent (together with any of its successors and permitted assigns in such capacity).

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Guaranty and Security Agreement dated as of March 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make the Loans under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by reference to the Credit Agreement or any other as set forth therein).

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule 1 attached hereto but excluding any “intent-to-use” trademark application 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 would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use trademark application under applicable federal Law;

(b) all goodwill connected with the use of and symbolized by the Trademarks;

(c) all (i) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and (ii) rights to sue for past, present and future violations thereof; and

(d) all Proceeds and products relating to the Trademarks.

SECTION 3. The 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 Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise reasonably determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, promptly execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of such Intercreditor Agreement shall govern.

[Signature Pages Follow.]

WATLOW ELECTRIC MANUFACTURING
COMPANY

By: _____

Name: Stephen F. Desloge

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Short-Form)]

TRADEMARK
REEL: 007209 FRAME: 0096

BANK OF MONTREAL, as Administrative Agent

By: 

Name: Aaron Wenger

Title: Vice President

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Trademark Name</u>	<u>App Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
F4T	88/650770	10/11/2019	6089341	6/30/2020
ADAPTIVE THERMAL SYSTEMS	87/518026	7/6/2017	5591300	10/23/2018
ASPYRE	87/305775	1/18/2017	5303494	10/3/2017
ASSURANT	85/278299	3/28/2011	4203111	9/4/2012
ATS & Design (Signaling Pulse)	87/517988	7/6/2017	5591299	10/23/2018
COMPOSER	86/337997	7/15/2014	4918894	3/15/2016
DIN-A-MITE	74/566558	8/29/1994	1916257	9/5/1995
ECO-HEAT	86/445281	11/5/2014	4819711	9/22/2015
EHG	77/000439	9/15/2006	3263995	7/17/2007
E-SAFE	78/008809	5/18/2000	2457437	6/5/2001
EXACTSENSE	77/801175	8/10/2009	3842858	8/31/2010
EZ-LINK	87/828237	3/9/2018	5585262	10/16/2018
EZ-ZONE	78/759359	11/22/2005	3262979	7/10/2007
FIREBAR	72/205892	11/9/1964	801239	1/4/1966
FIREROD & Design	71/689443	6/13/1955	622076	2/28/1956
FLUENT	86/681653	7/2/2015	4934225	4/5/2016
FREEFLEX	78/625458	5/9/2005	3082774	4/18/2006
HYDROSAFE	86/445414	11/5/2014	4810226	9/8/2015

<u>Trademark Name</u>	<u>App Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
INTUITION	86/337747	7/15/2014	4740886	5/19/2015
MINICHEF	75/097493	5/2/1996	2267494	8/3/1999
OPTIMAX	86/618921	5/4/2015	4957311	5/10/2016
POWERED BY POSSIBILITY	86/917091	2/23/2016	5157706	3/7/2017
POWERGLIDE	87/556147	8/4/2017	5710629	3/26/2019
RAYMAX	74/165352	5/10/1991	1697510	6/30/1992
SELECT	87/684450	11/14/2017	5502270	6/26/2018
SERV-RITE	73/314371	6/12/1981	1219814	12/14/1982
STRETCH-TO-LENGTH	76/403823	5/6/2002	2744674	7/29/2003
SURETEMP	87/178636	9/21/2016	5716017	4/2/2019
THERMOPOLYMER	75/831563	10/25/1999	2560529	4/9/2002
THINBAND	74/075881	7/5/1990	1680830	3/24/1992
TRU-TUNE	78/709709	9/9/2005	3135657	8/29/2006
ULTRAMIC	78/883676	5/15/2006	3309751	10/9/2007
W & Design (W in Diamond)	86/917073	2/23/2016	5157705	3/7/2017
W & Design (W on Rectangle)	73/238245	11/7/1979	1159814	7/7/1981
W WATLOW & Design (W in Diamond)	86/925010	3/1/2016	5162624	3/14/2017
WATCONNECT	87/111860	7/21/2016	5238228	7/4/2017
WATLOW	71/438461	12/2/1940	388227	6/17/1941
WATLOW	73/288396	12/4/1980	1177036	11/10/1981

<u>Trademark Name</u>	<u>App Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
WATLOW	75/576830	10/23/1998	2376723	8/15/2000
WATLOW	86/917098	2/23/2016	5162606	3/14/2017
WATLOW.COM	75/012656	10/31/1995	2177127	7/28/1998
XACTPAK	73/314284	6/11/1981	1205263	8/17/1982
D4T	90/494403	1/28/2021	N/A	N/A