

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sigma Thermal, Inc.		10/26/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, N.A.		
Street Address:	95 Washington Street		
Internal Address:	2-South		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1792504	NUK	
Registration Number:	5538117	SIGMA THERMAL	
Registration Number:	5538116	SIGMA THERMAL	
Registration Number:	5558260	E SIGMA THERMAL	
Registration Number:	5538115	SIGMA THERMAL	
Registration Number:	5538114	SIGMA THERMAL	
Registration Number:	5558259	SIGMA THERMAL	
Registration Number:	5796716	E SIGMA MANUFACTURING	
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:	1404215366413664		
Email:	afasolino@kslaw.com		
Correspondent Name:	Anthony Fasolino		
Address Line 1:	1180 Peachtree St NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Anthony Fasolino		

CH \$215.00 1792504

SIGNATURE:	/Anthony Fasolino/
DATE SIGNED:	10/27/2021
Total Attachments: 9 source=Sigma Thermal - Trademark Security Agreement (Executed)#page1.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page2.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page3.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page4.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page5.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page6.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page7.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page8.tif source=Sigma Thermal - Trademark Security Agreement (Executed)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2021, is made by Sigma Thermal, Inc., a Georgia corporation (“Grantor”), in favor of HSBC Bank USA, N.A. (“Bank”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (including all exhibits and schedules hereto, as the same may be amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, Sigma Manufacturing LLC, a Georgia limited liability company, Baelz North America, LLC, a Georgia limited liability company, and Bank, Bank has agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the obligations of Bank to extend credit to the Borrowers under the Credit Agreement are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Bank as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby grants to Bank 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 United States registered and applied for Trademarks, including, without limitation, those referred to on Schedule I hereto, but excluding any applications that are abandoned as of the date of this agreement;

(b) all renewals, reversions 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. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Trademarks subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Credit Agreement.


Section 4. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. 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 laws 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.

SIGMA THERMAL, INC.
as Grantor

By: 
Name: Jeffrey S. Ackel
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

HSBC BANK USA, N.A.
as Bank

By: 
Name: Alysia Champion (Oct 25, 2023 17:53 EDT)
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

COMPANY	TITLE	SERIAL NO.	FILING DATE	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	CLASS CODE	GOODS/SERVICES DESCRIPTION
Sigma Thermal, Inc.	NUK	74355012	Feb 3, 1993	Registered	1792504	Sep 14, 1993	011	industrial boiler; namely, a natural circulation boiler
Sigma Thermal, Inc.	SIGMA THERMAL (DESIGN)	87162303	Sep 6, 2016	Registered	5538117	Aug 14, 2018	037	Cleaning, repair and maintenance of industrial heaters and boilers, industrial energy generation systems and industrial energy generation equipment; servicing industrial heaters and boilers, industrial energy generation systems and industrial energy generation equipment of others so that such equipment can be started for the first time or re-started after refurbishment

Sigma Thermal, Inc.	SIGMA THERMAL (DESIGN)	87162294	Sep 6, 2016	Registered	5538116	Aug 14, 2018	011	Heating systems for commercial and industrial applications comprised of gas burners, oil burners, biomass burners, direct fired heaters, indirect fired heaters, boilers, valves, pipes, manifolds, control panels and instrumentation, all sold as a unit, for heaters, burners, and boilers; spare parts for heaters, burners, and boilers
Sigma Thermal, Inc.	E SIGMA THERMAL (DESIGN)	87162287	Sep 6, 2016	Registered	5558260	Sep 11, 2018	009	Industrial boilers, thermal fluid heaters, water bath heaters, salt bath heaters, closed loop liquid phase hot water heaters, closed loop liquid phase glycol heaters, direct fired heaters, closed loop liquid phase waste heat recovery systems, biomass-fired energy generation systems, fuel feed equipment for energy generation systems, ash removal equipment for energy generation systems, engineered auxiliary

				Registered	5538115	Aug 14, 2018	037	<p>skid packages for use with energy generation equipment, spare parts for industrial energy generation systems and equipment</p> <p>Cleaning, repair and maintenance of industrial heaters and boilers, industrial energy generation systems and industrial energy generation equipment; servicing industrial heaters and boilers, industrial energy generation systems and industrial equipment of others so that such equipment can be started for the first time or re-started after refurbishment</p>
Sigma Thermal, Inc.	SIGMA THERMAL	87162264	Sep 6, 2016					

Sigma Thermal, Inc.	SIGMA THERMAL	87162254	Sep 6, 2016	Registered	5538114	Aug 14, 2018	011	Heating systems for commercial and industrial applications comprised of gas burners, oil burners, biomass burners, direct fired heaters, indirect fired heaters, boilers, valves, pipes, manifolds, control panels and instrumentation, all sold as a unit, for heaters, burners, and boilers; spare parts for heaters, burners, and boilers
Sigma Thermal, Inc.	SIGMA THERMAL	87162238	Sep 6, 2016	Registered	5558259	Sep 11, 2018	009	Industrial boilers, thermal fluid heaters, water bath heaters, salt bath heaters, closed loop liquid phase hot water heaters, closed loop liquid phase glycol heaters, direct fired heaters, closed loop liquid phase waste heat recovery systems, biomass-fired energy generation systems, fuel feed equipment for energy generation systems, ash removal equipment for energy generation systems, engineered auxiliary

Sigma Thermal, Inc.	E SIGMA MANUFACTURING (DESIGN)	87162215	Sep 6, 2016	Registered	5796716	Jul 9, 2019	040	Contract manufacturing in the field of commercial heating and energy generation equipment; Manufacturing services for others in the field of commercial heating and energy generation equipment
								skid packages for use with energy generation equipment, spare parts for industrial energy generation systems and equipment

2. TRADEMARK APPLICATIONS

None.