

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPS, LLC		06/30/2022	Limited Liability Company: DELAWARE
Wisconsin Oven Corporation		06/30/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	0256076	HOMO	
Registration Number:	0650441	TEMPERITE	
Registration Number:	0769462	AUTOLADLE	
Registration Number:	0837941	LINDBERG	
Registration Number:	0849818	COMPACT	
Registration Number:	0882525	HYAM	
Registration Number:	0913431	PACEMAKER	
Registration Number:	1118714	FRICTION-AIRE	
Registration Number:	1123665	ULTRA-TEMP	
Registration Number:	1175050	WO	
Registration Number:	1333007	BLUE M	
Registration Number:	1550861	HOLIMESY	
Registration Number:	1946114	TREET-ALL	
Registration Number:	2699592	TENNEY	
Registration Number:	3379046	TPS	
Registration Number:	3413293	STERI-DRY	
Registration Number:	3825399	THERMAL PRODUCT SOLUTIONS	
Registration Number:	4293134	C-EVO	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	4371438	LUNAIRE
Registration Number:	4554896	GRUENBERG
Registration Number:	4713585	UTC
Registration Number:	4716931	TC SERIES
Registration Number:	4769305	INTUATOUCH
Registration Number:	4891847	BLUE M
Registration Number:	4921546	GRUENBERG
Registration Number:	4980834	TENNEY
Registration Number:	5001087	T
Registration Number:	5126721	WISCONSIN OVEN
Registration Number:	6185481	PRECISIONFLO
Serial Number:	88826079	DATASENSE
Serial Number:	90112502	PPERLIZER
Serial Number:	90112516	HURRICANE
Serial Number:	90114918	PPERILIZER

CORRESPONDENCE DATA

Fax Number: 2159882757

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.

Email: karen.spina@faegredrinker.com

Correspondent Name: Danielle E. Fine

Address Line 1: One Logan Square, Ste. 2000

Address Line 2: FAEGRE DRINKER BIDDLE & REATH LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6996

NAME OF SUBMITTER:	Karen M. Spina
SIGNATURE:	/Karen M. Spina/
DATE SIGNED:	07/01/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 30, 2022 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Manufacturers and Traders Trust Company (“M&T”).

Introductory Statement

WHEREAS, pursuant to the Revolving Credit and Security Agreement dated as of June 30, 2022 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) among TPS, LLC, a Delaware limited liability company (the “Borrower”), the Guarantors (as defined therein) from time to time party thereto, and M&T, as the lender (the “Lender”), the Lender has agreed to make Revolving Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, all Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Lender to enter into the Credit Agreement and make Revolving Loans to the Borrower thereunder, and intending to be legally bound, each Grantor hereby agrees with M&T as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Credit 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, collaterally assigns and transfers to the Lender, and grants to the Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or

Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Credit Agreement, the Credit Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses 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 VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 7. WAIVER OF JURY TRIAL; JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTIONS 11.14 and 11.15 OF THE CREDIT AGREEMENT (“GOVERNING LAW; JURISDICTION; ETC.” AND “WAIVER OF JURY TRIAL” RESPECTIVELY) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

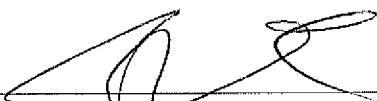
Section 8. Miscellaneous. The terms and provisions of Sections 11.01, 11.02, 11.06, 11.10, 11.12, of the Credit Agreement (“Amendments, Etc.”; “Notices; Effectiveness; Electronic Communications”; “Successors and Assigns”; “Counterparts; Integration; Effectiveness”; and “Severability” respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

[signatures begin on next page]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

TPS, LLC, a Delaware limited liability company

By: 
Name: Greg Jennings
Title: President, Chief Executive Officer,
Chief Financial Officer, and Treasurer


WISCONSIN OVEN CORPORATION, a
Wisconsin corporation


By: 
Name: Greg Jennings
Title: President and Chief Executive
Officer

SCHEDULE 1
TO

TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PPERLIZER	90114918	8/14/20			TPS, LLC	Pending
HURRICANE	90112516	8/13/20			TPS, LLC	Pending
PPERLIZER	90112502	8/13/20			TPS, LLC	Pending
DATASENSE	88826079	3/9/20			TPS LLC	Pending
PRECISIONFLO	87531796	7/18/17	6185481	10/27/20	TPS, LLC	Registered
WISCONSIN OVEN	86635572	5/20/15	5126721	1/24/17	TPS, LLC	Registered
GRUENBERG	86573112	3/23/15	4921546	3/22/16	TPS, LLC	Registered
						
T	86573102	3/23/15	5001087	7/19/16	TPS, LLC	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
						
TENNEY »» Tenney	86573097	3/23/15	4980834	6/21/16	TPS, LLC	Registered
BLUE M *Blue M	86573094	3/23/15	4891847	6/26/16	TPS, LLC	Registered
UTC	86140653	12/11/13	4713585	3/31/15	TPS, LLC	Registered
GRUENBERG	86044811	8/22/133	4554896	6/24/14	TPS, LLC	Registered
INTUATOUCH	86010575	7/15/13	4769305	7/7/15	TPS, LLC	Registered
TC SERIES	85837208	1/31/13	4716931	4/7/15	TPS, LLC	Registered
LUNAIRE	85778087	11/13/12	4371438	7/23/13	TPS, LLC	Registered
C-EVO	85457178	10/26/11	4293134	2/19/13	TPS, LLC	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
STERI-DRY	78877716	5/5/06	3413293	4/15/08	TPS, LLC	Registered
THERMAL PRODUCT SOLUTIONS	76540286	8/13/03	3825399	7/27/10	TPS, LLC	Registered
TPS	76594737	5/28/04	3379046	2/5/08	TPS, LLC	Registered
TENNEY	76295113	8/3/01	2699592	3/25/03	TPS, LLC	Registered
TREET-ALL	74545961	7/5/94	1946114	1/2/96	TPS, LLC	Registered
BLUE M	73485391	6/15/84	1333007	4/30/85	TPS, LLC	Registered
ULTRA-TEMP	73173926	6/12/78	1123665	8/7/79	TPS, LLC	Registered
FRICITION-AIRE	73165778	4/10/78	1118714	5/22/79	TPS, LLC	Registered
HOLIMESY	73725181	4/28/88	1550861	8/8/89	TPS, LLC	Registered
PACEMAKER	72348088	1/9/70	0913431	6/8/71	TPS, LLC	Registered
LINDBERG	72250187	7/13/66	0837941	10/31/67	TPS, LLC	Registered
AUTOLADLE	72146630	6/11/62	0769462	5/12/64	TPS, LLC	Registered
TEMPERLITE	72019970	11/27/56	0650441	8/20/57	TPS, LLC	Registered
HOMO	71266599	5/18/1928	0256076	5/7/1929	TPS, LLC	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
HYAM	72316873	1/17/69	0882525	12/16/69	TPS, LLC	Registered
COMPACT	72279706	9/6/67	0849818	5/28/68	TPS, LLC	Registered
WO	73284443	11/3/80	1175050	10/27/81	Wisconsin Oven Corporation	Registered
