

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Cleaver-Brooks Company, Inc.		07/18/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Collateral Agent		
<b>Street Address:</b>	300 South Tryon Street, Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6092667	PROMETHA	
<b>Registration Number:</b>	4636261	IC	
<b>Registration Number:</b>	4636259	INDUSTRIAL COMBUSTION	
<b>Registration Number:</b>	3959593	BOOST	
<b>Registration Number:</b>	4578662	CLEAVERBROOKS	
<b>Registration Number:</b>	4497203	LEVEL MASTER	
<b>Registration Number:</b>	4307647	CLEAVERBROOKS	
<b>Registration Number:</b>	4209982	HAWK	
<b>Registration Number:</b>	3084957	PROFIRE	
<b>Registration Number:</b>	2805139	CLEARFIRE	
<b>Registration Number:</b>	1963346	MAX-FLOW	
<b>Registration Number:</b>	1455141	MAX-FIRE	
<b>Registration Number:</b>	0708411	BOILERMATE	
<b>Registration Number:</b>	0892464	SPRAYMASTER	
<b>Registration Number:</b>	0987858	CB	
<b>Registration Number:</b>	0575242	CLEAVERBROOKS	
<b>Serial Number:</b>	88935961	SWITCHFIRE	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 6092667

**Fax Number:** 2149813400

***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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 2021 McKinney Ave., Suite 2000

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	034632-31260
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<b>NAME OF SUBMITTER:</b>	Dusan Clark
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<b>SIGNATURE:</b>	/Dusan Clark/
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<b>DATE SIGNED:</b>	07/18/2022
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**Total Attachments: 6**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **July 18, 2022** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BARINGS FINANCE LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of July 18, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors 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, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such 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 licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: any right to use any Trademark 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 such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

**Section 2. Recordation.** Each 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. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state, provincial or territorial laws based on the Uniform Electronic Transactions Act.

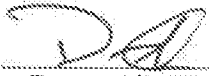
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance 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 Pledge and Security Agreement 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 Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral 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.

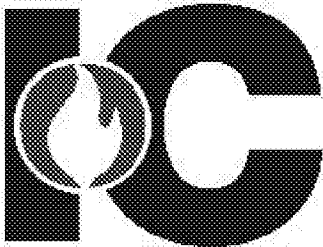
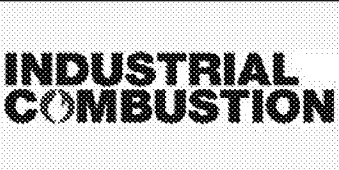

**THE CLEAVER-BROOKS COMPANY, INC.,**  
as a Grantor

By:   
Name: Darren Allen  
Title: Chief Financial Officer, Treasurer and  
Secretary

**BARINGS FINANCE LLC, as Collateral Agent**

By:   
Name: Patrick Hartman  
Title: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

SWITCHFIRE	USA	The Cleaver-Brooks Company, Inc.	(May 27, 2020)	(88935961)
PROMETHA	USA	The Cleaver-Brooks Company, Inc.	June 30, 2020	6092667
	USA	The Cleaver-Brooks Company, Inc.	November 11, 2014	4636261
	USA	The Cleaver-Brooks Company, Inc.	November 11, 2014	4636259
BOOST	USA	The Cleaver-Brooks Company, Inc.	May 10, 2011	3959593
CLEAVERBROOKS	USA	The Cleaver-Brooks Company, Inc.	August 5, 2014	4578662
LEVEL MASTER	USA	The Cleaver-Brooks Company, Inc.	March 18, 2014	4497203
	USA	The Cleaver-Brooks Company, Inc.	March 26, 2013	4307647
HAWK	USA	The Cleaver-Brooks Company, Inc.	September 18, 2012	4209982
PROFIRE	USA	The Cleaver-Brooks Company, Inc.	April 25, 2006	3084957
CLEARFIRE	USA	The Cleaver-Brooks Company, Inc.	January 13, 2004	2805139
MAX-FLOW	USA	The Cleaver-Brooks Company, Inc.	March 19, 1996	1963346
MAX-FIRE	USA	The Cleaver-Brooks Company, Inc.	September 1, 1987	1455141
BOILERMATE	USA	The Cleaver-Brooks Company, Inc.	December 13, 1960	0708411
SPRAYMASTER	USA	The Cleaver-Brooks Company, Inc.	June 9, 1970	0892464
CB	USA	The Cleaver-Brooks Company, Inc.	July 9, 1974	0987858

CLEAVERBROOKS	USA	The Cleaver-Brooks Company, Inc.	June 2, 1953	0575242
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