

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armstrong Hot Water, Inc.		10/02/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	5555 Cleveland Ave.		
Internal Address:	GW1W37		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43231		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4217185	CONSTANTEMP	
Registration Number:	3044584	EMECH	
Registration Number:	2973280	EMECH	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	10/02/2023		
Total Attachments: 5			
source=Armstrong Global Holdings Inc - Armstrong Hot Water#page1.tif			
source=Armstrong Global Holdings Inc - Armstrong Hot Water#page2.tif			
source=Armstrong Global Holdings Inc - Armstrong Hot Water#page3.tif			

OP \$90.00 4217185

source=Armstrong Global Holdings Inc - Armstrong Hot Water#page4.tif

source=Armstrong Global Holdings Inc - Armstrong Hot Water#page5.tif

**ACKNOWLEDGEMENT OF SECURITY INTEREST
IN TRADEMARKS AND PATENTS**

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (this "Agreement"), dated as of October 2, 2023, is made by ARMSTRONG HOT WATER, INC., a Michigan corporation (the "Grantor"), in favor of THE HUNTINGTON NATIONAL BANK (the "Lender").

W I T N E S S E T H:

WHEREAS, Grantor entered into that certain Security Agreement, dated as of October 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, certain affiliates of the Grantor and the Lender; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in the Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks, Patents and Licenses (each as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in all of the Trademarks, Patents and Licenses of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks and Patents of the Grantor, to secure the payment and performance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and Patents are fully set forth in the Credit Agreement and the Security Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow.]

COPY VIEW

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTOR:

ARMSTRONG HOT WATER, INC.

By: DocuSigned by:
Tyler W. Sheerer
Name: Tyler W. Sheerer
Title: Treasurer

COPY VIEW

[Signature Page to Acknowledgment of Security Interest in Trademarks (4885-4983-9205)]

LENDER:

THE HUNTINGTON NATIONAL BANK

DocuSigned by:
By: Robert Overbeck
Name: Robert Overbeck
Title: Vice President

COPY VIEW

[Signature Page to Acknowledgment of Security Interest in Trademarks (4885-4983-9205)]

SCHEDULE A**TRADEMARKS****Registered Trademarks:**

Mark	Application No.	Application Date	Registration No.	Registration Date
<u>CONSTANTEMP</u>	85535873	February 7, 2012	4217185	October 2, 2012
<u>EMECH</u>	78377000	March 2, 2004	3044584	January 17, 2006
<u>EMECH</u>	78245571	May 5, 2003	2973280	July 19, 2005

Trademark Licenses: None.**PATENTS****Registered Patents:**

Title	App. No.	Filing Date	Patent No.	Granted Date
Portable Water Heating Module	14/355,636	11/1/2012	9,958,183	5/1/2018
Control Valve	11/060,311	2/18/2005	7,261,126	8/28/2007

Patent Licenses: None