

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853294

|   |  |                           |                       |
|---|--|---------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                 | NEW ASSIGNMENT   |                           |                       |
| <b>NATURE OF CONVEYANCE:</b>            | Trademark Security Agreement                                       |                           |                       |
| <b>CONVEYING PARTY DATA</b>             |  |                           |                       |
| <b>Name</b>                             | <b>Formerly</b>  | <b>Execution Date</b>     | <b>Entity Type</b>    |
| API Heat Transfer ThermaSys Corporation |  | 11/13/2023                | Corporation: DELAWARE |
| API Heat Transfer Inc.                  |  | 11/13/2023                | Corporation: NEW YORK |
| <b>RECEIVING PARTY DATA</b>             |  |                           |                       |
| <b>Name:</b>                            | Alter Domus (US) LLC, as administrative agent and collateral agent |                           |                       |
| <b>Street Address:</b>                  | 225 W. Washington Street   |                           |                       |
| <b>Internal Address:</b>                | 9th Floor  |                           |                       |
| <b>City:</b>                            | Chicago  |                           |                       |
| <b>State/Country:</b>                   | ILLINOIS   |                           |                       |
| <b>Postal Code:</b>                     | 60606  |                           |                       |
| <b>Entity Type:</b>                     | Limited Liability Company: DELAWARE                                |                           |                       |
| <b>PROPERTY NUMBERS Total: 15</b>       |  |                           |                       |
| <b>Property Type</b>                    | <b>Number</b>  | <b>Word Mark</b>          |                       |
| <b>Registration Number:</b>             | 2863063  | THERMASYS                 |                       |
| <b>Registration Number:</b>             | 3470671  | AIRTECH                   |                       |
| <b>Registration Number:</b>             | 3487261  | API HEAT TRANSFER         |                       |
| <b>Registration Number:</b>             | 3487262  | API HEAT TRANSFER         |                       |
| <b>Registration Number:</b>             | 932242   | BASCO                     |                       |
| <b>Registration Number:</b>             | 3986465  | FINSEP                    |                       |
| <b>Registration Number:</b>             | 2762061  | PCR                       |                       |
| <b>Registration Number:</b>             | 3448120  | SCHMIDT                   |                       |
| <b>Registration Number:</b>             | 3448121  | SCHMIDT                   |                       |
| <b>Registration Number:</b>             | 1919561  | TC                        |                       |
| <b>Registration Number:</b>             | 4230508  | PERFORMANCE IS EVERYTHING |                       |
| <b>Serial Number:</b>                   | 97769013   | GENERAL THERMODYNAMICS    |                       |
| <b>Serial Number:</b>                   | 97769009   | GT                        |                       |
| <b>Serial Number:</b>                   | 97666010   | ONE STATUS                |                       |
| <b>Serial Number:</b>                   | 97666011   | XSELECTOR                 |                       |
| <b>CORRESPONDENCE DATA</b>              |  |                           |                       |

OP \$390.00 2863063

**Fax Number:** 2128366637

*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:** 12128367319

**Email:** Paul.Somelofske@arnoldporter.com

**Correspondent Name:** Paul J. Somelofske

**Address Line 1:** C/O Arnold & Porter Kaye Scholer LLP

**Address Line 2:** 250 West 55th Street

**Address Line 4:** New York, NEW YORK 10019-9710

|                           |                    |
|---------------------------|--------------------|
| <b>NAME OF SUBMITTER:</b> | Paul J. Somelofske |
|---------------------------|--------------------|

|                   |                      |
|-------------------|----------------------|
| <b>SIGNATURE:</b> | /Paul J. Somelofske/ |
|-------------------|----------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 11/14/2023 |
|---------------------|------------|

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2023 (this "Agreement"), among API HEAT TRANSFER THERMASYS CORPORATION and API HEAT TRANSFER INC. (each, a "Grantor") and ALTER DOMUS (US) LLC, in its capacities as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (a) the Term Loan Credit Agreement, dated as of November 13, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among API HEAT TRANSFER INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Intermediate Holdings"), API HEAT TRANSFER COMPANY, a Delaware corporation ("Holdings"), THERMASYS GROUP HOLDING COMPANY, a Delaware corporation ("ThermaSys Holdings", and together with Intermediate Holdings and Holdings, the "Parent Guarantors"), API GROUP HOLDINGS, LLC, a Delaware limited liability company ("API Holdings"), API HEAT TRANSFER THERMASYS CORPORATION, a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Intermediate Holdings, the Borrower, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor (other than the Borrower) is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans or as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13(d) of the Collateral Agreement, the security interest granted herein shall terminate at the time or times and in the manner provided in Section 5.13 of the Collateral Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

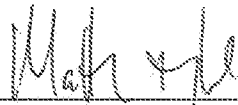
API Heat Transfer ThermaSys Corporation, as  
Grantor

By: Charles F. Avery, Jr.  
Name: Charles F. Avery, Jr.  
Title: Vice President, Chief Financial  
Officer, Treasurer and Secretary

API Heat Transfer Inc., as Grantor

By: Charles F. Avery, Jr.  
Name: Charles F. Avery, Jr.  
Title: Vice President, Chief Financial  
Officer, Treasurer and Secretary

Alter Domus (US) LLC, as Administrative Agent

By:   
Name: Matthew Trybula  
Title: Associate Counsel

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008257 FRAME: 0787**

Schedule I

|     | Country/<br>Jurisdiction<br>Name | Trademark Name                | App. No. | App. Date | Reg.<br>Number | Reg. Date | Current Owner                              |
|-----|----------------------------------|-------------------------------|----------|-----------|----------------|-----------|--|
| 1.  | US Federal                       | ThermaSys                     | 76085041 | 7/7/00    | 2,863,063      | 7/13/04   | API Heat Transfer<br>ThermaSys Corporation |
| 2.  | US Federal                       | AIRTECH                       | 77219429 | 6/29/07   | 3470671        | 7/22/08   | API Heat Transfer Inc.                     |
| 3.  | US Federal                       | API HEAT TRANSFER             | 77219410 | 6/29/07   | 3487261        | 8/19/08   | API Heat Transfer Inc.                     |
| 4.  | US Federal                       | API Heat Transfer &<br>Design | 77219421 | 6/29/07   | 3487262        | 8/19/08   | API Heat Transfer Inc.                     |
| 5.  | US Federal                       | BASCO                         | 72362983 | 6/18/70   | 932242         | 4/11/72   | API Heat Transfer Inc.                     |
| 6.  | US Federal                       | FINSEP                        | 77858248 | 10/27/09  | 3986465        | 6/28/11   | API Heat Transfer Inc.                     |
| 7.  | US Federal                       | PCR                           | 75764476 | 7/30/99   | 2762061        | 9/9/03    | API Heat Transfer Inc.                     |
| 8.  | US Federal                       | SCHMIDT                       | 77219450 | 6/29/07   | 3448120        | 6/17/08   | API Heat Transfer Inc.                     |
| 9.  | US Federal                       | SCHMIDT & DESIGN              | 77219464 | 6/29/07   | 3448121        | 6/17/08   | API Heat Transfer Inc.                     |
| 10. | US Federal                       | TC                            | 74580585 | 9/30/94   | 1919561        | 9/19/95   | API Heat Transfer Inc.                     |
| 11. | US Federal                       | PERFORMANCE IS<br>EVERYTHING  | 85166890 | 11/2/10   | 4230508        | 10/23/12  | API Heat Transfer Inc.                     |
| 12. | US Federal                       | GENERAL<br>THERMODYNAMICS     | 97769013 | 1/26/23   | N/A            | N/A       | API Heat Transfer Inc.                     |
| 13. | US Federal                       | GT                            | 97769009 | 1/26/23   | N/A            | N/A       | API Heat Transfer Inc.                     |
| 14. | US Federal                       | ONE STATUS                    | 97666010 | 11/7/22   | N/A            | N/A       | API Heat Transfer Inc.                     |
| 15. | US Federal                       | XSELECTOR                     | 97666011 | 11/7/22   | N/A            | N/A       | API Heat Transfer Inc.                     |