

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thunderline Z, Inc.		05/31/2022	Corporation:
Therm-O-Disc, Incorporated		05/31/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	0702848		
Registration Number:	1741074	FUSITE	
Registration Number:	0443444	FUSITE	
Registration Number:	0989524	MICROTEMP	
Registration Number:	5317934	SENSENABLE	
Registration Number:	5231595	SENSENABLE	
Registration Number:	0899194	THERM-O-DISC	
Registration Number:	1546118	THERMODISC	
Registration Number:	0761958	T-O-D	
Registration Number:	2220338	THUNDERLINE-Z	
Registration Number:	3206253	THUNDERLINE-Z	
Registration Number:	3347263	THUNDERLINE Z	
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>			
Email:	TEAS@friedfrank.com		
Correspondent Name:	Fried, Frank, Harris, Shriver & Jacobson		

CH \$315.00 0702848

Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 14579-166

NAME OF SUBMITTER: Justin Charles

SIGNATURE: /Justin Charles/

DATE SIGNED: 05/31/2022

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 31, 2022, is made by Thunderline Z, Inc., a Delaware corporation (“**Thunderline Z**”) and Therm-O-Disc, Incorporated, an Ohio corporation (“**Therm-O-Disc**”, and together with Thunderline Z, the “**Grantors**”, and each a “**Grantor**”), in favor of Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of May 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, 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 registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided for in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**THUNDERLINE Z, INC.
THERM-O-DISC, INCORPORATED**

DocuSigned by:

Vicki Dawkins

By: 0AD1793545D7405

Name: Vicki L. Dawkins

Title: President

Accepted and agreed,

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent



By: _____

Name: Ethan Plater

Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007738 FRAME: 0887

SCHEDULE A

Trademark	Application Number	Registration Number	Registration Date	Owner
DESIGN (Cloverleaf)	72/076195	0702848	Aug. 16, 1960	Therm-O-Disc, Incorporated *
FUSITE	74/271290	1741074	Dec. 22, 1992	Therm-O-Disc, Incorporated *
FUSITE & Design (Arc)	71/523202	0443444	Oct. 11, 1949	Therm-O-Disc, Incorporated *
MICROTEMP	72/458333	0989524	Jul. 30, 1974	Therm-O-Disc, Incorporated *
SENSENABLE	86/983101	5317934	Oct. 24, 2017	Therm-O-Disc, Incorporated
SENSENABLE	87/199939	5231595	Jun. 27, 2017	Therm-O-Disc, Incorporated
THERM-O-DISC	72/331447	0899194	Sep. 22, 1970	Therm-O-Disc, Incorporated
THERMODISC & Design (New Form)	73/698202	1546118	Jul. 4, 1989	Therm-O-Disc, Incorporated
T-O-D	72/165546	0761958	Dec. 24, 1963	Therm-O-Disc, Incorporated
THUNDERLINE-Z	75/377061	2220338	Jan. 26, 1999	Thunderline Z, Inc.
THUNDERLINE-Z	78/867223	3206253	Feb. 6, 2007	Thunderline Z, Inc.
THUNDERLINE Z & Design	77/126679	3347263	Dec. 4 2007	Thunderline Z, Inc.

* Per assignment at closing by Emerson Electric Co.