

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5294992

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROBERTS-GORDON LLC	12/19/2018
RECEIVING PARTY DATA	
Name:	CIBC BANK USA
Street Address:	120 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6481434
Patent Number:	6431457
Patent Number:	9739490
Application Number:	15677928
CORRESPONDENCE DATA	
Fax Number:	(312)460-7000
<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:	312-460-5000
Email:	slott@seyfarth.com
Correspondent Name:	STEPHEN D. LOTT
Address Line 1:	233 S. WACKER DRIVE
Address Line 2:	SUITE 8000
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	058550-000092
NAME OF SUBMITTER:	STEPHEN D. LOTT
SIGNATURE:	/Stephen D. Lott/
DATE SIGNED:	12/20/2018
Total Attachments: 13	
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 19, 2018, is made by ROBERTS-GORDON LLC, a Delaware limited liability company (the “Company”), in favor of CIBC Bank USA, in its capacity as administrative agent for the benefit of the financial institutions (the “Lenders”) that are parties to the Credit Agreement referenced below from time to time (in such capacity, the “Administrative Agent”). All capitalized terms used in this Agreement and not otherwise defined shall have the same meanings as in the Credit Agreement referenced below.

RECITALS

A. The Company and certain of its Affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company and certain of its Affiliates.

B. The Company and certain of its Affiliates have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Company is required to execute and deliver to the Administrative Agent, for the ratable benefits of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Company has granted to the Administrative Agent, for the ratable benefits of the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company and its Affiliates under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Company’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

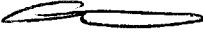
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Company hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Company has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

ROBERTS-GORDON LLC

By: 
Aaron J. VanGetson
Vice President and Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

PATENT
REEL: 047834 FRAME: 0881


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ROBERTS-GORDON LLC

By: _____
Aaron J. VanGetson
Vice President and Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By:  _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

Title	Patent No.	Issue Date
GAS FIRED INFRARED RADIANT TUBE HEATING SYSTEM USING PLURAL BURNER ASSEMBLIES AND SINGLE GAS DELIVERY SYSTEM	6,481,434	11/19/2002
AIR HEATER CONTROL	6,431,457	08/13/2002
RADIANT HEAT REFLECTOR WING	9,739,490	08/22/2017

U.S. Patent Applications

Title	Patent Application No.	Filing Date	Expiration Date	Inventors
DEVICES, SYSTEMS AND METHODS RELATING TO HVAC SYSTEMS THAT PROVIDE AN IMPLICIT PARTITION BETWEEN AT LEAST TWO ABUTTING ENVIRONMENTS IN A DEFINED LARGE OPEN SPACE	15/677,928	08/15/17	Pending	Charles M. Brown

Non-U.S. Patent Applications

Title	Country	Application No.	Filing Date	Expiration Date
RADIANT HEAT REFLECTOR WING	Canada	CA 2930482	11/19/2002	Pending
DEVICES, SYSTEMS AND METHODS RELATING TO HVAC SYSTEMS THAT PROVIDE AN IMPLICIT PARTITION BETWEEN AT LEAST TWO ABUTTING ENVIRONMENTS IN A DEFINED LARGE OPEN SPACE	PCT	PCT/US2017/047015	02/22/2018	30 Month Nationalization deadline: February 15, 2020] 31 Month Nationalization deadline: March 15, 2020
DEVICES, SYSTEMS AND METHODS RELATING TO HVAC SYSTEMS THAT PROVIDE AN IMPLICIT PARTITION BETWEEN AT LEAST TWO ABUTTING ENVIRONMENTS IN A DEFINED LARGE OPEN SPACE	WO	WO 2018/035161	02/22/2018	Pending

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
US		8815875	09/13/2018	ZYPHER
US	78066260	2734699	05/29/2001 07/08/2003	BLACKHEAT
US	75060490	2032114	02/21/1996 01/21/1997	ROBERTS GORDON
US	72229132	0815870	10/01/1965 09/27/1966	CO-RAY-VAC
US	85090726	3984274	07/22/2010 06/28/2011	VANTAGE
US	73654745	1462700	04/13/1987 10/27/1987	VANTAGE 
US	87141660	5279561	08/17/2016 09/05/2017	CORAYVAC 
US	72252967	0826409	08/23/1966 03/28/1967	GORDON-RAY
US	75237171	2200406	02/06/1997 10/27/1998	CARIBE
US	87141512	5274448	08/17/2016 08/29/2017	VIRTUAL WALL
US	87141701	5252763	08/17/2016 07/25/2017	THE INDUSTRY LEADER RADIANT EFFICIENCY 
US	86734673	5111431	08/24/2015 12/27/2016	SPECIFIED AIR SOLUTIONS
US	86734664	5111430	08/24/2015 12/27/2016	SPECIFIED AIR

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
US	86734641	5039225	08/24/2015 09/13/2016	SAS
US	86510193	5064928	01/21/2015 10/18/2016	SPECIFIED AIR
US	86510188	5064927	01/21/2015 10/18/2016	SAS
US	86508611	5064917	01/20/2015 10/18/2016	SPECIFIED AIR SOLUTIONS
US	78360770	2964018	02/02/2004 06/28/2005	ULTRAVAC
US	75923060	2442487	02/18/2000 04/10/2001	RG 
US	75856488	2813299	11/23/1999 02/10/2004	COMBAT
US	75159210	2084038	09/03/1996 07/29/1997	ENERGYTUBE

U.S. Trademark Applications

N/A

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
AR	2149474	2624872	10/17/1996 03/27/2017	BLACKHEAT
AR	2773923	2232560	09/19/2007 05/23/2008	CO-RAY-VAC
AR	3105982	2491665	08/02/2011 02/16/2012	ROBERTS GORDON
AU	649955	649955	01/05/1995 01/05/1995	CO-RAY-VAC
AU	656735	656735	03/27/1995 03/27/1995	GORDON-RAY
AU	829184	829184	03/24/2000 03/24/2000	ROBERTS GORDON
CA	1104792	TMA 605290	05/30/2001 03/16/2004	BLACKHEAT
CA	577002	TMA 338866	01/27/1987 04/08/1988	CARIBE
CA	1053819	TMA 625619	04/04/2000 11/17/2004	COMBAT
CA	303938	TMA 155553	04/06/1967 02/16/1968	CO-RAY-VAC
CA	827495	TMA 505187	11/01/1996 12/07/1998	ENERGYTUBE

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
CA	303959	TMA 155422	04/07/1967 02/09/1968	GORDON-RAY
CA	821067	TMA 494877	08/20/1996 05/20/1998	ROBERTS GORDON
CA	1747833	TMA 957401	09/25/2015 12/07/2016	SAS
CA	1747826	TMA 933749	09/25/2015 04/05/2016	SPECIFIED AIR
CA	1714870	TMA 953422	02/11/2015 10/26/2016	SPECIFIED AIR SOLUTIONS
CA	1205461	TMA 644638	02/02/2004 07/19/2005	ULTRAVAC
CA	577003	TMA 334069	01/27/1987 11/13/1987	VANTAGE
CN	1229630	1229630	09/26/1997 12/07/1998	科蓄 (CO-RAY-VAC)
CN	1227544	1227544	09/18/1997 11/28/1998	CO-RAY-VAC
CN	1319358	1319358	05/04/1998 09/28/1999	CRV
CN	8576311	8576311	08/16/2010 11/21/2011	PCL

Schedule 2 to Patent and Trademark Security Agreement

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
CN	4351177	4351177	11/08/2004 05/28/2007	
CN	1229629	1229629	09/26/1997 12/07/1998	罗伯茨 - 戈登 (ROBERTS GORDON)
CN	7978493	7978493	01/08/2010 04/07/2011	ROBERTS GORDON
EU	796193	796193	04/14/1998 06/23/1999	CARIBE
EU	000147801	000147801	04/01/1996 06/19/1998	CO-RAY-VAC
EU	4095972	4095972	11/03/2004 12/21/2005	
EU	000147827	000147827	04/01/1996 08/21/1998	ROBERTS-GORDON
EU	941591	941591	09/28/1998 03/01/2000	VANTAGE
IN	1690105	1690105	05/22/2008 05/22/2008	BLACKHEAT
JP	1993070390	4220104	06/30/1993 12/11/1998	CO-RAY-VAC
KR	4020000018414	4005041640000	04/18/2000 10/22/2001	COMBAT
KR	4020000018415	4005041690000	04/18/2000 10/22/2001	ROBERTS GORDON

Schedule 2 to Patent and Trademark Security Agreement

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KR	5020090016426	4004814170000	11/19/2009 05/04/2010	VANTAGE
KZ	29629	42731	04/11/2008 08/14/2009	BLACKHEAT
MX	953571	1094870	04/07/2008 04/16/2009	COMBAT
MX	953572	1094452	08/07/2008 04/15/2009	ROBERTS GORDON
NZ	752003	752003	07/26/2006 02/01/2007	BLACKHEAT
NZ	244416	244416	01/05/1995 11/17/1997	CO-RAY-VAC
NZ	247235	247235	03/28/1995 04/11/1997	GORDON-RAY
SA	142707791	142707791	10/07/2006	BLACKHEAT
TR	2000/06378	2000/06378	04/11/2000 01/02/2002	COMBAT
TR	88-105981	105981	03/28/1998 12/31/1988	CO-RAY-VAC
TR	88-105596	105596	03/28/1998 12/20/1988	GORDON-RAY
TR	2002-02258	2002-02258	02/06/2002 01/27/2004	ROBERTS GORDON

Schedule 2 to Patent and Trademark Security Agreement

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
TR	88/ 105625	105625	03/28/1998 12/20/1988	VANTAGE
INTL (UA)	897557	897557	08/31/2006 08/31/2006	ROBERTS GORDON

Non-U.S. Trademark Applications

N/A

Common Law Trademarks

N/A