

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aterian Burner Systems International, Inc.		05/23/2012	CORPORATION: DELAWARE
Gas Components Group, Inc.		05/23/2012	CORPORATION: DELAWARE
Burner Systems International, Inc.		05/23/2012	CORPORATION: DELAWARE
Universal Tubular Systems, LLC		05/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1029245	KOOL-LITE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1324		

CH \$40.00 1029245

NAME OF SUBMITTER:	Scott Kareff (014951-1324)
Signature:	/Scott Kareff/
Date:	05/23/2012
Total Attachments: 5 source=BSI - TM Security Agreement#page1.tif source=BSI - TM Security Agreement#page2.tif source=BSI - TM Security Agreement#page3.tif source=BSI - TM Security Agreement#page4.tif source=BSI - TM Security Agreement#page5.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 23, 2012, by Aterian Burner Systems International, Inc., a Delaware corporation (the "Parent"), Gas Components Group, Inc., a Delaware corporation ("GCG"), Burner Systems International, Inc., a Delaware corporation ("BSI") and Universal Tubular Systems, LLC, a Delaware limited liability company ("UTS" and together with Parent, GCG and BSI, each a "Grantor", and collectively the "Grantors"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantors own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated May 23, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK


This Trademark Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

**ATERIAN BURNER SYSTEMS
INTERNATIONAL, INC.**

By: 

Name: Christopher Thomas
Title: President

GAS COMPONENTS GROUP, INC.

By: 

Name: Christopher Thomas
Title: Chairman and President

BURNER SYSTEMS INTERNATIONAL, INC.

By: _____

Name: Kenneth A. Budde
Title: Vice President, Secretary, Treasurer and
Chief Financial Officer

UNIVERSAL TUBULAR SYSTEMS, LLC

By: _____

Name: Kenneth A. Budde
Title: Vice President, Secretary, Treasurer and
Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

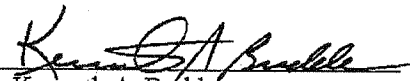
**ATERIAN BURNER SYSTEMS
INTERNATIONAL, INC.**

By: _____
Name: Christopher Thomas
Title: President

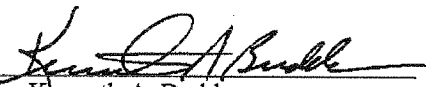
GAS COMPONENTS GROUP, INC.

By: _____
Name: Christopher Thomas
Title: Chairman and President

BURNER SYSTEMS INTERNATIONAL, INC.

By: 
Name: Kenneth A. Budde
Title: Vice President, Secretary, Treasurer and
Chief Financial Officer

UNIVERSAL TUBULAR SYSTEMS, LLC

By: 
Name: Kenneth A. Budde
Title: Vice President, Secretary, Treasurer and
Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Trademarks</u>	<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
	BURNER SYSTEMS INTERNATIONAL, INC.	USA	KOOL-LITE	1029245	April 7, 1975	January 6, 1976
	BURNER SYSTEMS INTERNATIONAL, INC.	Mexico	DOUBLE BEAD	680356	N/A	N/A
	BURNER SYSTEMS INTERNATIONAL, INC.	Brazil	DOUBLE BEAD	823046958	N/A	N/A