

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST - TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fox US Bidco Corp.		06/18/2014	CORPORATION: DELAWARE
Robertshaw Controls Company		06/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC, as collateral agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	72301247	D-FROST-O-MATIC	
<b>Serial Number:</b>	73690925	P	
<b>Serial Number:</b>	72160217	PARAGON	
<b>Serial Number:</b>	72160216	PARAGON	
<b>Serial Number:</b>	72280251	R	
<b>Serial Number:</b>	71381350	RANCO	
<b>Serial Number:</b>	71622557	RANCO	
<b>Serial Number:</b>	71634164	RANCO	
<b>Serial Number:</b>	73665194	SUPER CAP	
<b>Serial Number:</b>	74572119		
<b>Serial Number:</b>	71545895	ROBERTSHAW	
<b>Serial Number:</b>	71626414	ROBERTSHAW	
<b>Serial Number:</b>	71626416	ROBERTSHAW	
<b>Serial Number:</b>	74576175	ROBERTSHAW	
<b>Serial Number:</b>	77010449	SLIP-FIT	
<b>Serial Number:</b>	72445296	UNI-COUPLE	
<b>Serial Number:</b>	72463542	UNI-KIT	
<b>Serial Number:</b>	72274241	UNI-LINE	
<b>TRADEMARK</b>			

CH \$540.00 72301247

Property Type	Number	Word Mark
Serial Number:	71624851	UNITROL
Serial Number:	71688223	DOLE
Serial Number:	71699139	DOLE

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	014951-1436
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1436)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	09/10/2014

**Total Attachments: 6**

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source=Trademark Grant of Security Interest for Fox US Bidco Corp. and 1 other#page4.tif  
source=Trademark Grant of Security Interest for Fox US Bidco Corp. and 1 other#page5.tif  
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## GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 18, 2014, by Fox US Bidco Corp. and Robertshaw Controls Company ("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, the Grantors have entered into a Pledge and Security Agreement, dated June 18, 2014 (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;

WHEREAS, pursuant to the Security Agreement, the Grantors have 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, but excluding any intent-to-use trademark applications to the extent and for so long as creation by a Grantor of a security interest therein would result in the abandonment, cancellation, invalidation or unenforceability thereof 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, Grantors hereby pledge and grant 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.

The Grantors do 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 Trademark Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

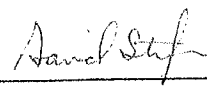
In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

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

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

**FOX US BIDCO CORP.**

By: \_\_\_\_\_

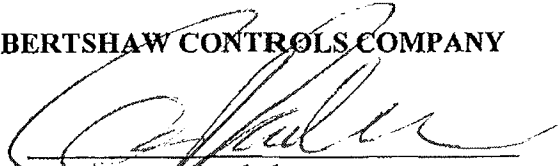


Name: David Stefko

Title: Vice President

**ROBERTSHAW CONTROLS COMPANY**

By:



Name: Aaron Rachelson

Title: Vice President and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

MARK	OWNER NAME	COUNTRY	STATUS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
D-FROST-O-MATIC	Fox US Bidco Corp.	United States of America	Registered	72/301,247	24-Jun-68	872112	1-Jul-89
P (and Design)	Fox US Bidco Corp.	United States of America	Registered	73/690,925	19-Oct-87	1502013	30-Aug-88
PARAGON	Fox US Bidco Corp.	United States of America	Registered	72/160,217	4-Jan-63	758044	8-Oct-83
PARAGON	Fox US Bidco Corp.	United States of America	Registered	72/160,216	4-Jan-63	758088	8-Oct-83
R Design	Fox US Bidco Corp.	United States of America	Registered	72/280,251	13-Sep-67	864981	18-Feb-69
RANCO	Fox US Bidco Corp.	United States of America	Registered	71/381,350	23-Jul-36	341055	1-Dec-36
RANCO	Fox US Bidco Corp.	United States of America	Registered	71/622,557	15-Dec-51	584070	29-Dec-53
RANCO	Fox US Bidco Corp.	United States of America	Registered	71/634,164	19-Aug-52	587824	6-Apr-54
SUPER CAP	Fox US Bidco Corp.	United States of America	Registered	73/665,194	8-Jun-87	1511579	8-Nov-88
MODERNIZED MAN DESIGN	Robertshaw Controls Company	United States of America	Registered	74/572,119	12-Sep-94	1957294	20-Feb-96
ROBERTSHAW	Robertshaw Controls Company	United States of America	Registered	71/545,895	31-Dec-47	509419	3-May-89
ROBERTSHAW	Robertshaw Controls Company	United States of America	Registered	71/626,414	15-Mar-52	574303	12-May-03
ROBERTSHAW (Stylized)	Robertshaw Controls Company	United States of America	Registered	71/626,416		569742	27-Jan-93
ROBERTSHAW and Design	Robertshaw Controls Company	United States of America	Registered	74/576,175	20-Sep-94	1972320	7-May-96
SLIP-FIT	Robertshaw Controls Company	United States of America	Registered	77/010,449	29-Sep-06	3271021	31-Jul-07
UNI-COUPLE	Robertshaw Controls Company	United States of America	Registered	72/445,296	5-Jan-73	997555	5-Nov-74
UNI-KIT	Robertshaw Controls Company	United States of America	Registered	72/463,542	12-Sep-73	1010735	13-May-75

UNI-LINE	Robertshaw Controls Company	United States of America	Registered	72/274,241	19-Jun-67	857882	1-Oct-08
UNITROL	Robertshaw Controls Company	United States of America	Registered	71/624,851	12-Feb-52	566725	11-Nov-52
DOLE	Fox US Bidco Corp.	United States of America	Registered	71/688,223	25-May-55	626774	15-May-56
DOLE	Fox US Bidco Corp.	United States of America	Registered	71/699,139	30-Nov-55	629951	3-Jul-56

DOC ID - 21445676.3

Schedule A to Grant of Trademark Security Agreement

**RECORDED: 09/10/2014**

**TRADEMARK  
REEL: 005360 FRAME: 0479**