

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378372

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CSAFE ACQUISITION COMPANY, INC.		03/29/2016	Corporation: DELAWARE
DOUBLEDAY ACQUISITIONS, LLC		03/29/2016	Limited Liability Company: OHIO
CSAFE, LLC		03/29/2016	Limited Liability Company: DELAWARE
THERMOCOR, LLC		03/29/2016	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A.
Street Address:	28 State Street
Internal Address:	MS1515
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4116567	CSAFE
Registration Number:	2820913	ACUTEMP
Registration Number:	2329476	VACUPANEL
Registration Number:	2609749	VAXICOOL
Registration Number:	2797267	HEMACOOL
Registration Number:	2930158	THERMOCOR
Registration Number:	2804489	VAXIPAC
Registration Number:	3059892	VAXISAFE
Registration Number:	3102799	THE RIGHT TEMPERATURE
Registration Number:	4177404	ENERGY EFFICIENCY DELIVERED
Registration Number:	4014241	EQUIP
Registration Number:	4097435	REPAQ
Registration Number:	3936133	PEACE OF MIND

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86830768	THERMOCOR
Serial Number:	86830755	THE RIGHT TEMPERATURE
Serial Number:	86830764	ENERGY EFFICIENCY DELIVERED

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18588.015227

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky Bantug/

DATE SIGNED: 03/29/2016

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (collectively, the “Grantors”) in favor of Citizens Bank, N.A. in its capacity as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among CSAFE ACQUISITION COMPANY, INC., a Delaware corporation (“Holdings”), DOUBLEDAY ACQUISITIONS, LLC, an Ohio limited liability company (the “Borrower”), the banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement) and pursuant to that certain Guarantee and Collateral Agreement of even date herewith by Holdings, the Borrower and certain Subsidiaries of the Borrower in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Lenders have agreed to make certain extensions of credit to the Borrower under the Credit Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantors desire to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Lenders and the Treasury Management Providers, a security interest in and to all of Grantors’ right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors’ Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent to use” trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the “Patents”);

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Property, as defined in the Guarantee and Collateral Agreement) (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements

thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. GOVERNING LAW. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the Collateral.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CSAFE ACQUISITION COMPANY, INC.

By: 
Name: George Aitken-Davies
Title: Co-President

DOUBLEDAY ACQUISITIONS, LLC
CSAFE, LLC
THERMOCOR, LLC

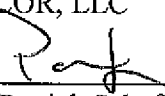
By: _____
Name: Patrick Schafer
Title: CFO, Treasurer, and Secretary

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CSAFE ACQUISITION COMPANY, INC.

By: _____
Name: George Aitken-Davies
Title: Co-President

DOUBLEDAY ACQUISITIONS, LLC
CSAFE, LLC
THERMOCOR, LLC

By:  _____
Name: Patrick Schafer
Title: CFO, Treasurer, and Secretary

Schedule 1 to Intellectual Property Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Status	Application Number	Registration Number	Filing Date	Registration Date	Owner
CSAFE	US	Registered	76706169	4116567	Jan. 28, 2011	Mar. 27, 2012	CSafe, LLC
CSAFE	European Comm.	Registered	14667604	14667604	Oct. 13, 2015	Feb. 15, 2016	CSafe, LLC
C°SAFE	European Comm.	Registered	4593158	4593158	Sep. 14, 2005	Sep. 28, 2006	CSafe, LLC
CSAFE	Israel	Registered	263202	263202	Feb. 23, 2014	Mar 3, 2016	CSafe, LLC
ACUTEMP	US	Registered	76489406	2820913	Feb. 12, 2003	Mar. 9, 2004	Doubleday Acquisitions , LLC
ACUTEMP	Int'l Reg. – Madrid	Registered	1095252	1095252	Oct. 7, 2011	Oct. 7, 2011	Doubleday Acquisitions , LLC
ACUTEMP	India	Pending	2217822		Oct. 10, 2011		Doubleday Acquisitions , LLC
ACUTEMP	Switzerland	Registered	1095252	1095252	Oct. 7, 2011	Dec. 12, 2012	Doubleday Acquisitions , LLC
ACUTEMP	European Comm.	Registered	1095252	1095252	Oct. 7, 2011	Sept. 12, 2012	Doubleday Acquisitions , LLC
ACUTEMP	Japan	Registered	1095252	1095252	Oct. 7, 2011	Apr. 26, 2012	Doubleday Acquisitions , LLC
VACUPANEL	US	Registered	75687117	2329476	Apr. 20, 1999	Mar. 14, 2000	Doubleday Acquisitions , LLC
VAXICOOL	US	Registered	76337360	2609749	Nov. 15, 2001	Aug. 20, 2002	Doubleday Acquisitions , LLC
HEMACOOL	US	Registered	76486963	2797267	Jan. 31, 2003	Dec. 23, 2003	Doubleday Acquisitions , LLC
THERMOCOR	US	Registered	76531651	2930158	July 23, 2003	Mar. 8, 2005	Doubleday Acquisitions , LLC
THERMOCOR	US	Pending	86830768		Nov. 24, 2015		Doubleday Acquisitions , LLC

VAXIPAC	US	Registered	76489407	2804489	Feb. 12, 2003	Jan. 13, 2004	Doubleday Acquisitions, LLC
VAXISAFE	US	Registered	76632462	3059892	Mar. 1, 2005	Feb. 21, 2006	Doubleday Acquisitions, LLC
THE RIGHT TEMPERATURE	US	Registered	76634511	3102799	Mar. 28, 2005	June 13, 2006	Doubleday Acquisitions, LLC
THE RIGHT TEMPERATURE	US	Pending	86830755		Nov. 24, 2015		Doubleday Acquisitions, LLC
ENERGY EFFICIENCY DELIVERED	US	Registered	76707772	4177404	May 31, 2011	July 24, 2012	Doubleday Acquisitions, LLC
ENERGY EFFICIENCY DELIVERED	US	Pending	86830764		Nov. 24, 2015		Doubleday Acquisitions, LLC
EQUIP	US	Registered	76706301	4014241	Feb. 7, 2011	Aug. 23, 2011	CSafe, LLC
REPAQ	US	Registered	76706302	4097435	Feb. 7, 2011	Feb. 14, 2012	Doubleday Acquisitions, LLC
REPAQ	European Comm.	Registered	012612933	012612933	Feb. 19, 2014	July 11, 2014	Doubleday Acquisitions, LLC
PEACE OF MIND	US	Registered	76703739	3936133	July 12, 2010	Mar. 29, 2011	Doubleday Acquisitions, LLC

Schedule 2 to Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

Application Number	Publication Number	Patent Number	Status	Filing Date	Publication Date	Issue Date	Expiration Date	Invention Title	Owner
EP13739303.9			Pending	31-May-2013				AUTOMATED SHUTDOWN SYSTEMS FOR REFRIGERATED CARGO CONTAINERS	Doubleday Acquisitions
JP2015-515253			Pending	31-May-2013				AUTOMATED SHUTDOWN SYSTEMS FOR REFRIGERATED CARGO CONTAINERS	Doubleday Acquisitions
US13/907,169	US-2013-0319020-		Published	31-May-2013	05-Dec-2013			AUTOMATED SHUTDOWN SYSTEMS FOR REFRIGERATED CARGO CONTAINERS	Doubleday Acquisitions
US14/178,335			Pending	12-Feb-2014				WRINKLE FREE GEOMETRIC OPENING IN A VACUUM INSULATED PANEL	Doubleday Acquisitions
EP14154915.4			Pending	12-Feb-2014				WRINKLE FREE GEOMETRIC OPENING IN A VACUUM INSULATED PANEL	Doubleday Acquisitions
US14/184,016			Pending	19-Feb-2014				PHASE CHANGE MATERIAL (PCM) BELTS	Doubleday Acquisitions
EP14156021.9			Published	19-Feb-2014				PHASE CHANGE MATERIAL (PCM) BELTS	Doubleday Acquisitions
EP08162815.8	2031326		Published	22-Aug-08				CARGO CONTAINER FOR TRANSPORTING TEMPERATURE SENSITIVE ITEMS	Doubleday Acquisitions
IN-1997/CHE/2008			Pending	18-Aug-08				CARGO CONTAINER FOR TRANSPORTING TEMPERATURE SENSITIVE ITEMS	Doubleday Acquisitions
JP2008-211636	2009-046198	5123786	Granted	20-Aug-08		02-Nov-12	20-Aug-28	CARGO CONTAINER FOR TRANSPORTING TEMPERATURE SENSITIVE ITEMS	Doubleday Acquisitions

US11/89524 2		7,913,511	Granted	22- Aug-07		29-Mar-11	8-Jun-25	CARGO CONTAINER FOR TRANSPORTING TEMPERATURE SENSITIVE ITEMS	Doubleday Acquisitions
IN- 5637/CHEN/ 2007		258743	Granted	26- May - 06		04-Feb- 2014	26-May-26	CARGO CONTAINER FOR TRANSPORTING TEMPERATURE SENSITIVE ITEMS	Doubleday Acquisitions
EP06771366 .9	1896786		Published	26- May - 06				CARGO CONTAINER FOR TRANSPORTING TEMPERATURE SENSITIVE ITEMS	Doubleday Acquisitions
US11/14756 4		7,263,855	Granted	8-Jun- 05		4-Sep-07	8-Jun-25	CARGO CONTAINER FOR TRANSPORTING TEMPERATURE SENSITIVE ITEMS	Doubleday Acquisitions
US08/99675 3		5,943,876	Granted	12-Jun- 96			12-Jun-16	PORTABLE REFRIGERATOR	Doubleday Acquisitions
US08/66278 4		5,950,450	Granted	12-Jun- 96			12-Jun-16	CONTAINMENT SYSTEM FOR TRANSPORTING AND STORING TEMPERATURE- SENSITIVE MATERIALS	Doubleday Acquisitions
US09/30419 1		6,106,449	Granted	23- Dec-96			23-Dec-16	VACUUM INSULATED PANEL AND CONTAINER AND METHOD OF PRODUCTION	Doubleday Acquisitions
US09/39569 0		6,192,703	Granted	12-Jun- 96			12-Jun-16	INSULATING VACUUM PANEL, METHOD FOR MANUFACTURIN G THE INSULATED VACUUM PANEL AND INSULATED CONTAINERS EMPLOYING SUCH PANEL	Doubleday Acquisitions
US08/1997, 126		5,900,299	Granted	23- Dec-97		4-May-99		VACUUM INSULATED PANEL AND CONTAINER AND METHOD OF PRODUCTION	Doubleday Acquisitions
US09/642,8 77		6,623,413	Granted	21- Aug-00		23-Sep-03		VACUUM INSULATED PANEL AND CONTAINER AND METHOD OF PRODUCTION	Doubleday Acquisitions
US09/824,5		6,402,982	Granted	2-Apr-		11-Jun-02		PHASE CHANGE	Doubleday

04				01				COMPOSITION CONTAINING A NUCLEATING AGENT	Acquisitions

Schedule 3 to Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.