

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5360/0472

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		08/10/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Robertshaw US Holding Corp. (f/k/a Fox US Bidco Corp.)
Street Address:	1222 Hamilton Parkway
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Corporation: DELAWARE
Name:	Robertshaw Controls Company
Street Address:	1222 Hamilton Parkway
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0872112	D-FROST-O-MATIC
Registration Number:	1502013	P
Registration Number:	0758044	PARAGON
Registration Number:	0758088	PARAGON
Registration Number:	0864981	R
Registration Number:	0341055	RANCO
Registration Number:	0584070	RANCO
Registration Number:	0587824	RANCO
Registration Number:	1511579	SUPER CAP
Registration Number:	1957294	
Registration Number:	0509419	ROBERTSHAW
Registration Number:	0574303	ROBERTSHAW
Registration Number:	0569742	ROBERTSHAW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1972320	ROBERTSHAW
Registration Number:	3271021	SLIP-FIT
Registration Number:	0997555	UNI-COUPLE
Registration Number:	1010735	UNI-KIT
Registration Number:	0857882	UNI-LINE
Registration Number:	0566725	UNITROL
Registration Number:	0626774	DOLE
Registration Number:	0629951	DOLE

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 3128628738
Email: michelle.nowicki@kirkland.com
Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	18045-6 MN
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	08/15/2017

Total Attachments: 6
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 10, 2017 (the "Effective Date"), is made by CERBERUS BUSINESS FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (the "Grantee"), in favor of each grantor party identified on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to that certain Amended and Restated Financing Agreement, dated as of July 2, 2015 (as amended, supplemented or otherwise modified to date, the "Financing Agreement"), by and among ROBERTSHAW HOLDINGS S.À R.L., a private limited liability company (*Société à responsabilité limitée*) formerly known as Fox Holdings S.À R.L. established and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg, having a share capital of \$20,555.00 and registered with the Luxembourg Trade and Companies Register under number B 183403 ("Parent"), ROBERTSHAW US HOLDING CORP., a Delaware corporation formerly known as Fox US Bidco Corp. ("Robertshaw"), ROBERTSHAW CONTROLS COMPANY, a Delaware corporation ("RCC") GAS COMPONENTS GROUP, INC., a Delaware corporation ("Gasco"), BURNER SYSTEMS INTERNATIONAL, INC., a Delaware corporation ("Burner"), UNIVERSAL TUBULAR SYSTEMS, LLC, a Delaware limited liability company ("UTS" and together with Robertshaw, RCC, Gasco and Burner, each a "U.S. Borrower" and, collectively, the "U.S. Borrowers"), CONTROLES TEMEX, S. DE R.L. DE C.V., a Mexican nonnegotiable stock limited liability corporation ("Controles Temex"), CONTROLES LATINOAMERICANOS, S. DE R.L. DE C.V., a Mexican nonnegotiable stock limited liability corporation ("Controles Latinoamericanos" and, together with Controles Temex the "Mexican Borrowers") and ROBERTSHAW CANADA INC., a Canadian corporation ("Robertshaw Canada" or the "Canadian Borrower" and together with the U.S. Borrowers and the Mexican Borrowers, collectively, the "Borrowers" and each a "Borrower"), each other subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent, each a "Guarantor" and, collectively, the "Guarantors" and, together with the Borrowers, each a "Loan Party" and collectively, the "Loan Parties"), the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), CERBERUS BUSINESS FINANCE, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and, collectively, the "Agents").

WHEREAS, pursuant to the Financing Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of June 18, 2015 (the "Trademark Security Agreement") for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 10, 2014 at Reel/Frame 5360/0472;

WHEREAS, pursuant to the Security Agreement, the 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 and the applications and registrations thereof, including those set forth on Schedule I attached hereto, 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 "Released Trademark Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has requested that the Grantee enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Grantee and the Lenders may have in the Released Patent Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Grantor and the Grantee hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, as applicable.

2. Release of Collateral. The Grantee, on behalf of itself and the Lenders and any other secured parties represented by the Grantee, and their respective successors, legal representatives and assigns, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Patent Collateral, arising under the Security Agreement. If and to the extent that the Grantee has acquired any right, title or interest in and to the Released Patent Collateral under the Patent Security Agreement, the Grantee, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Further Assurances. The Grantee agrees to take any necessary further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

IN WITNESS WHEREOF, the Grantor and the Grantee has caused this Release to be executed by its duly authorized representative as of the date first set forth above:

CERBERUS BUSINESS FINANCE, LLC,
as Grantee

By: _____



Name: ERIC MILLER

Title: Executive Vice President

GRANTOR:

~~ROBERTSHAW US HOLDING CORP. (f/w/a
FOX US BIDCO CORP.)~~

By: 

Name: Aaron Rachelson
Title: Vice President

~~ROBERTSHAW CONTROLS COMPANY~~

By: 

Name: Aaron Rachelson
Title: Vice President

Release of Security Interest in Trademarks

TRADEMARK
REEL: 006129 FRAME: 0044

SCHEDULE I
TRADEMARKS

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