

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
API Heat Transfer Thermasys Corporation		12/31/2018	Corporation: DELAWARE
API Heat Transfer Inc.		12/31/2018	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Citizens Bank, N.A.
<b>Street Address:</b>	600 Washington Blvd.
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2863063	THERMASYS
Registration Number:	3470671	AIRTECH
Registration Number:	3487261	API HEAT TRANSFER
Registration Number:	3487262	API HEAT TRANSFER
Registration Number:	0932242	BASCO
Registration Number:	3986465	FINSEP
Registration Number:	2762061	PCR
Registration Number:	3448120	SCHMIDT
Registration Number:	3448121	SCHMIDT
Registration Number:	1919561	TC
Registration Number:	4230508	PERFORMANCE IS EVERYTHING

## CORRESPONDENCE DATA

Fax Number: 6175236850

*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: 617-523-2700

Email: susan.dinicola@hklaw.com,alyssa.keone@hklaw.com

Correspondent Name: Holland &amp; Knight LLP

TRADEMARK

**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 12/31/2018

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among API HEAT TRANSFER THERMASYS CORPORATION, a Delaware corporation ("AHTT"), API HEAT TRANSFER INC., a New York corporation ("AHTI"; and together with AHTT, individually a "Grantor" and collectively, jointly and severally, "Grantors") and CITIZENS BANK, N.A., as administrative and collateral agent for the Lenders (in such capacity, the "Administrative Agent").

Reference is made to the Loan, Security and Guaranty Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AHTT, AHTI (each individually, a "U.S. Borrower" and collectively, jointly and severally, "U.S. Borrowers"), ARUP ALU-ROHR UND PROFIL GMBH, a limited liability company (Gesellschaft mit beschränkter Haftung) formed and existing under the laws of Germany ("German Borrower", and together with the U.S. Borrowers, the "Borrowers" and each, a "Borrower"), API HEAT TRANSFER COMPANY, a Delaware corporation ("Parent"), API HEAT TRANSFER INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Parent Intermediate Holdco"), THERMASYS GROUP HOLDING COMPANY, a Delaware corporation ("TGH"), THERMASYS DALIAN HOLDING LLC, a Delaware limited liability company ("TDH"), THERMASYS GERMANY HOLDING COMPANY, a Delaware corporation ("TGHC"), API GROUP HOLDINGS, LLC, a Delaware limited liability company ("AGH"), API GROUP HOLDING COMPANY, a Delaware corporation ("AGHC"), API GROUP INTERMEDIATE HOLDING COMPANY, a Delaware corporation ("AGIHC"), API HEAT TRANSFER SHANGHAI CORPORATION, a Delaware corporation ("API Shanghai"; and together with Parent, Parent Intermediate Holdco, TGH, TDH, TGHC, AGH, AGHC and AGIHC, individually a "Guarantor" and collectively, jointly and severally, "Guarantors"), the lenders party thereto from time to time (the "Lenders") and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to make Loans or as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in Sections 1.2, 1.3, 1.4 and 1.5 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors hereby grant to the Administrative Agent, its successors and assigns, for the benefit of the Lenders, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"); provided, however, that the foregoing grant of security interest will not cover Excluded Property. This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Credit Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Credit Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 4. Termination. The security interest granted herein shall terminate at the time or times and in the manner provided in the Credit Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**API HEAT TRANSFER THERMASYS  
CORPORATION,  
as Grantor**

By: 

Name: Thomas Strauss

Title: Vice President and Chief Financial Officer

*[Signature Page to Trademark Security Agreement – API Heat Transfer ThermaSys Corporation]*

**TRADEMARK  
REEL: 006563 FRAME: 0792**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**API HEAT TRANSFER INC.,  
as Grantor**

By: 

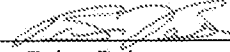
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Name: Thomas Strauss  
Title: Vice President and Chief Financial  
Officer


*[Signature Page to Trademark Security Agreement – API Heat Transfer Inc.]*

**TRADEMARK  
REEL: 006563 FRAME: 0793**

**CITIZENS BANK, N.A.,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Brian Baker  
Title: Senior Vice President

Schedule I

Country/ Jurisdiction Name	Trademark Name	Reg. Number	Reg. Date	Company/Subsidiary
US Federal	ThermaSys	2,863,063	7/13/04	API Heat Transfer ThermaSys Corporation (f/k/a ThermaSys Corporation)
US Federal	AIRTECH	3470671	7/22/08	API Heat Transfer
US Federal	API HEAT TRANSFER	3487261	8/19/08	API Heat Transfer
US Federal	API Heat Transfer <b>API Heat Transfer</b>	3487262	8/19/08	API Heat Transfer
US Federal	BASCO	932242	4/11/72	API Heat Transfer Inc.
US Federal	FINSEP	3986465	6/28/11	API Heat Transfer Inc.
US Federal	PCR	2762061	9/9/03	API Heat Transfer Inc.
US Federal	SCHMIDT	3448120	6/17/08	API Heat Transfer
US Federal	SCHMIDT 	3448121	6/17/08	API Heat Transfer
US Federal	TC	1919561	9/19/95	API Heat Transfer Inc.
US Federal	PERFORMANCE IS EVERYTHING	4230508	10/23/12	API Heat Transfer Inc.