

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678167

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900642404
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Cleaver-Brooks Company, Inc.		08/30/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	1555 N. River Center Drive, Suite 203
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53212
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	0708411	BOILERMATE
Registration Number:	3959593	BOOST
Registration Number:	0987858	CB
Registration Number:	2805139	CLEARFIRE
Registration Number:	0575242	CLEAVERBROOKS
Registration Number:	4578662	CLEAVERBROOKS
Registration Number:	4209982	HAWK
Registration Number:	4636261	IC
Registration Number:	4307647	CLEAVERBROOKS
Registration Number:	4636259	INDUSTRIAL COMBUSTION
Registration Number:	4497203	LEVEL MASTER
Registration Number:	1455141	MAX-FIRE
Registration Number:	1963346	MAX-FLOW
Registration Number:	3084957	PROFIRE
Registration Number:	0892464	SPRAYMASTER

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 6082587138

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: 6082554440

Email: pto-wis@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1: 33 East Main Street, Suite 300

Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	801734-1040
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NAME OF SUBMITTER:	Christina N. Ostorga
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SIGNATURE:	/Christina N. Ostorga/
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DATE SIGNED:	09/30/2021
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Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT dated as of August 30, 2021 (this “**Agreement**”), among CLEAVER-BROOKS, LLC, a Delaware limited liability company, as successor by conversion to CLEAVER-BROOKS, INC., a Delaware corporation (the “**Assignor**”), THE CLEAVER-BROOKS COMPANY, INC., a Texas corporation (the “**Assignee**”), and U.S. BANK NATIONAL ASSOCIATION (“**U.S. Bank**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Senior Secured Notes Pledge and Security Agreement dated as of December 11, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Cleaver-Brooks, LLC, a Delaware limited liability company, as successor by conversion to Cleaver-Brooks, Inc., a Delaware corporation (the “**Company**”), the grantors party thereto and the Collateral Agent, (b) the Senior Secured Notes Indenture dated as of December 11, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Company, Cleaver-Holdings, Inc., the other guarantors party thereto and U.S. Bank, as trustee and as collateral agent and (c) the Trademark Security Agreement dated as of December 11, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) among Assignor and Collateral Agent, which was recorded with the United States Patent and Trademark Office at Reel 6228, Frame 0739 on December 14, 2017. Pursuant to the Supplemental Indenture dated as of the date hereof (the “**Supplemental Indenture**”), the Assignor and Assignee are required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Security Agreement. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. Assignment and Assumption. In connection with the Supplemental Indenture and the assignment by Assignor of all its registered trademarks to Assignee on the date hereof, Assignor hereby assigns, and Assignor hereby assumes, all of the obligations, liabilities and duties of a Grantor under the Trademark Security Agreement.

SECTION 3. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Credit Agreement), Assignee hereby reconfirms the prior grant by Assignor to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, of a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement).

SECTION 4. Recordation. This Agreement has been executed and delivered by the Assignor and Assignee for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each of the Assignor and the Assignee

authorizes and requests that the Register of Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 5. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each of the Assignor and the Assignee hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 6. 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 transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Further Assurances. Each of the Assignor and the Assignee further agree to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

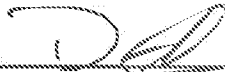
SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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


ASSIGNOR:

CLEAVER-BROOKS, LLC

By: 
Name: Darren Allen
Title: Chief Financial Officer, Secretary and
Treasurer

ASSIGNEE:

THE CLEAVER-BROOKS COMPANY, INC.


By: 
Name : Darren Allen
Title : Chief Financial Officer, Secretary and
Treasurer

[Signature Page to Assignment and Assumption of Trademark Security Agreement – US Bank]

TRADEMARK
REEL: 007438 FRAME: 0014

Acknowledged and Agreed by:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Steven F. Posto
Title: Vice President

[Signature Page to Assignment and Assumption of Trademark Security Agreement -- US Bank]