

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cleaver Brooks Company, Inc.		12/10/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	20 KING STREET WEST, 4TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	88768779	AVENGER	
Serial Number:	72094737	BOILERMATE	
Serial Number:	85021848	BOOST	
Serial Number:	72458998	CB	
Serial Number:	75654392	CLEARFIRE	
Serial Number:	85961178	CLEAVERBROOKS	
Serial Number:	71633695	CLEAVERBROOKS	
Serial Number:	85525698	CLEAVERBROOKS	
Serial Number:	85551156	HAWK	
Serial Number:	86214659	IC	
Serial Number:	86214627	INDUSTRIAL COMBUSTION	
Serial Number:	85946416	LEVEL MASTER	
Serial Number:	73643672	MAX-FIRE	
Serial Number:	74655658	SPOTLESS	
Serial Number:	78582370	PROFIRE	
Serial Number:	88655511	PROMETHA	
Serial Number:	72331489	SPRAYMASTER	
Serial Number:	88935961	SWITCHFIRE	

OP \$465.00 88768779

CORRESPONDENCE DATA**Fax Number:**

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.

Email: yoosonlee@paulhastings.com**Correspondent Name:** Yooson Sandy Lee**Address Line 1:** 200 Park Avenue**Address Line 4:** New York, NEW YORK 10166

NAME OF SUBMITTER:	YOOSON SANDY LEE
---------------------------	------------------

SIGNATURE:	/YOOSON SANDY LEE/
-------------------	--------------------

DATE SIGNED:	12/16/2021
---------------------	------------

Total Attachments: 10

source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page1.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page2.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page3.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page4.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page5.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page6.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page7.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page8.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page9.tif
source=RBC-Cleaver-Brooks- Trademark Security Agreement - EXECUTED#page10.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 10, 2021 (this "**Agreement**"), among THE CLEAVER BROOKS COMPANY, INC., a Texas corporation (the "**Grantor**"), and ROYAL BANK OF CANADA ("**Royal Bank**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the US Pledge and Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among The Cleaver-Brooks Company, Inc., a Texas corporation (the "**US Borrower**"), the grantors party thereto and the Collateral Agent, and (b) the Credit and Guarantee Agreement dated as of December 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the US Borrower, Cleaver-Brooks of Canada Limited, a company organized under the laws of Ontario, Canada (the "**Canadian Borrower**", and together with the US Borrower, the "**Borrowers**"), the guarantors party thereto, the lenders party thereto (the "**Lenders**") and Royal Bank, as administrative agent, collateral agent and issuing bank. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrowers) is an affiliate of the Borrowers, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver the Security Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Security Agreement, the Grantor is 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. 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), each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and

pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States and Canadian federal trademark registrations and applications listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “*Trademarks*”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office (“CIPO”), if applicable. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks at the United States Patent & Trademark Office, or the Registrar at CIPO, if applicable, record this Agreement.

SECTION 4. 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 Grantor hereby acknowledges and affirms 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 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 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.

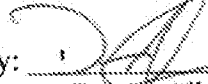
SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent’s agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. 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.

THE CLEAVER-BROOKS COMPANY, INC.

By:  _____

Name: Darren Allen

Title: Treasurer and Secretary

[Signature Page to US Trademark Security Agreement]

200423.03606/127483516v.2

TRADEMARK
REEL: 007533 FRAME: 0074

Acknowledged and Agreed by:

ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____

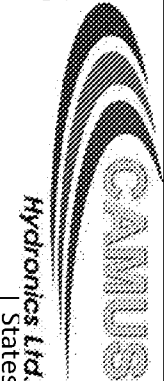
Name: Susan Khokher

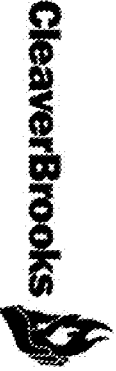

Title: Manager, Agency

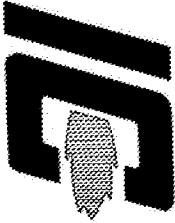
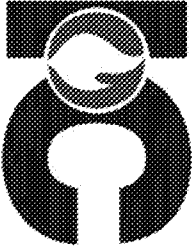
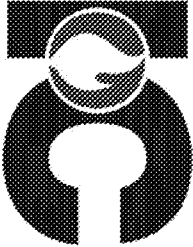
[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 007533 FRAME: 0075

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK	COUNTRY	APP. No.	FILING DATE	Reg. No.	REG DATE	Owner
AVENGER	United States	88/768,779	1/22/2020			The Cleaver-Brooks Company, Inc.
BOILERMATE	United States	72/094,737	4/11/1960	708411	12/13/1960	The Cleaver-Brooks Company, Inc.
BOOST	United States	85/021,848	4/23/2010	3959593	5/10/2011	The Cleaver-Brooks Company, Inc.
CB	United States	72/458,998	5/31/1973	987858	7/6/1974	The Cleaver-Brooks Company, Inc.
CLE/  Campus Hydronics Ltd. States	United States	75/654,392	5/5/1999	2805139	1/13/2004	The Cleaver-Brooks Company, Inc.
CLEAVERBROOKS	United States	85/961,178	6/17/2013	4578662	8/5/2014	The Cleaver-Brooks Company, Inc.
CLEAVER-BROOKS	Canada	231,066	6/22/1955	103466	6/1/1956	The Cleaver-Brooks Company, Inc.
CLEAVER-BROOKS	United States	71/633,695	8/16/1952	575242	6/2/2023	The Cleaver-Brooks Company, Inc.

CLEAVERBROOKS & Design (Flame in Hand on Right)	Canada	1,563,431	2/9/2012	TMA874,491	3/31/2014	The Cleaver-Brooks Company, Inc.
						
CLEAVERBROOKS & Design (Flame in Hand on Right)	United States	85/525,698	1/26/2012	4307647	3/26/2013	The Cleaver-Brooks Company, Inc.
						

HAWK	United States	85/551,156	2/23/2012	4209982	9/18/2012	The Cleaver-Brooks Company, Inc.
HYPERMIX TECHNOLOGY	Canada	1,105,870	6/12/2001	TMA576122	2/20/2003	The Cleaver-Brooks Company, Inc.
IC & Design	Canada	480,951	1/15/1982	288243	2/24/1984	The Cleaver-Brooks Company, Inc.
						
IC & Design (Flame in Circle)	Canada	1668196	3/17/2014	914921	9/23/2015	The Cleaver-Brooks Company, Inc.
						
IC & Design (Flame in Circle)	United States	86/214,659	3/7/2014	4636261	11/11/2014	The Cleaver-Brooks Company, Inc.
						

INDUSTRIAL COMBUSTION & Design	Canada	1668191	3/17/2014	920732	11/19/2015	The Cleaver-Brooks Company, Inc.
INDUSTRIAL COMBUSTION						
INDUSTRIAL COMBUSTION & Design	United States	86/214,627	3/7/2014	4636259	11/11/2014	The Cleaver-Brooks Company, Inc.
INDUSTRIAL COMBUSTION						
LEVEL MASTER	Canada	1,650,747	11/5/2013	935634	4/21/2016	The Cleaver-Brooks Company, Inc.
LEVEL MASTER	United States	85/946,416	5/30/2013	4497203	3/18/2014	The Cleaver-Brooks Company, Inc.
MAX-FIRE	United States	73/643,672	2/9/1987	1455141	9/1/1987	The Cleaver-Brooks Company, Inc.
MAX-FLOW	United States	74/655,658	4/25/1995	1963346	3/16/1996	The Cleaver-Brooks Company, Inc.
NATCOM BURNER	Canada	1,105,871	6/12/2001	TMA576121	2/20/2003	The Cleaver-Brooks Company, Inc.
PROFIRE	Canada	1,584,323	6/29/2012	863659	10/25/2013	The Cleaver-Brooks Company, Inc.
PROFIRE	United States	78/582,370	3/8/2005	3084957	4/25/2006	The Cleaver-Brooks Company, Inc.
PROMETHA	United States	88/655,511	10/15/2019	6092667	6/30/2020	The Cleaver-Brooks Company, Inc.

PROMETHA	Canada	2021256	4/7/2020			The Cleaver-Brooks Company, Inc.
SPRAYMASTER	United States	72/331,489	7/1/1969	892464	6/9/1970	The Cleaver-Brooks Company, Inc.
SWITCHFIRE	United States	88/935,961	5/27/2020			The Cleaver-Brooks Company, Inc.