ETAS ID: TM809988

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Entity Type	
Robertshaw Controls Company		05/09/2023	Corporation: DELAWARE
Robertshaw US Holdings Corp.		05/09/2023	Corporation: DELAWARE
Burner Systems International, Inc.		05/09/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Acquiom Agency Services LLC				
Street Address:	950 17th Street, Suite 1400				
City:	Denver				
State/Country:	COLORADO				
Postal Code:	80202				
Entity Type:	Limited Liability Company: COLORADO				

#### **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1502013	P
Registration Number:	758044	PARAGON
Registration Number:	758088	PARAGON
Registration Number:	864981	R
Registration Number:	341055	RANCO
Registration Number:	584070	RANCO
Registration Number:	587824	RANCO
Registration Number:	509419	ROBERTSHAW
Registration Number:	574303	ROBERTSHAW
Registration Number:	569742	ROBERTSHAW
Registration Number:	1972320	ROBERTSHAW
Registration Number:	857882	UNI-LINE
Registration Number:	872112	D-FROST-O-MATIC
Registration Number:	3271021	SLIP-FIT
Registration Number:	1957294	

**TRADEMARK** REEL: 008070 FRAME: 0574

Property Type	Number	Word Mark
Registration Number:	1010735	UNI-KIT
Registration Number:	997555	UNI-COUPLE
Registration Number:	566725	UNITROL

#### **CORRESPONDENCE DATA**

**Fax Number:** 9494754754

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:** 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06691-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	05/12/2023

#### **Total Attachments: 6**

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2023, is entered into by and among, Robertshaw Controls Company, a Delaware corporation, Robertshaw US Holdings Corp., a Delaware corporation, and Burner Systems International, Inc., a Delaware corporation (the "Grantors") and Acquiom Agency Services LLC, a Colorado limited liability company, as Collateral Agent (the "Assignee") pursuant to (i) that certain Super-Priority Pledge and Security Agreement, dated as of May 9, 2023, among the Assignee, the Grantors and the other Grantors party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) that certain Super-Priority Credit Agreement, dated as of May 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), between, among others, Robertshaw US Holding Corp, each of the other Subsidiaries party hereto as a borrower, Range Parent, Inc., a Delaware corporation, the subsidiaries of Holdings from time to time party hereto as subsidiary guarantors, the Lenders (as defined therein) and the Assignee and Seaport Loan Products LLC ("Seaport"), as co-administrative agents for the Lenders and the Assignee, as collateral agent for the Lenders (in such capacity, the "Collateral Agent").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Financing Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

#### 1. Grant of Security Interest

- (a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Security Agreement, the Grantors hereby grant to the Assignee a security interest in all of the Grantors' right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, 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' Secured Obligations. For the purposes of this Agreement, "Trademarks" shall have the meaning assigned thereto in the Security Agreement.
- (b) <u>Schedule A</u> hereto contains a true and accurate list of all of the Grantors' federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.
- (c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

#### 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement. In connection with the foregoing,

TRADEMARK REEL: 008070 FRAME: 0576 the Grantors authorize the Assignee, upon notice to the Grantors, to modify this Agreement without obtaining the Grantors' signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantors or to delete any reference to any right, title or interest in any Trademarks in which the Grantors no longer have or claims any right, title or interest. The Grantors additionally agree to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

#### 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

### 4. <u>Counterparts</u>

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE**:

ACQUIOM AGENCY SERVICES LLC

By:

Name Jennifer Anderson Title: Senior Director

Address of Assignee: 950 17<sup>th</sup> Street, Suite 1400 Denver, CO 80202 IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ROBERTSHAW CONTROLS COMPANY ROBERTSHAW LISHOLDING CORP. BURNER SYSTEMS INDERNATIONAL, INC.

Name: Agron Rachelson Title: Vice President and Secretary

Address of Grantors: 1222 Hamilton Parkway Itasca, IL 60143

[Signature Page to Super-Priority Trademark Security Agreement]

# SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

## Schedule A to TRADEMARK SECURITY AGREEMENT

# U.S. Trademarks

MARK	OWNER NAME	COUNTRY	STATUS	APPL, NO.	APPL. DATE	REG. NO.	REG. DATE
P (and Design)	Robertshaw US Holding Corp.	United States of America	Registered	73/690,925	19-Oct-87	1502013	30-Aug-88
PARAGON	Robertshaw US Holding Corp.	United States of America	Registered	72/160,217	4-Jan-63	758044	8-Oct-83
PARAGON	Robertshaw US Holding Corp.	United States of America	Registered	72/160,216	4-Jan-63	758088	8-Oct-83
R Design	Robertshaw US Holding Corp.	United States of America	Registered	72/280,251	13-Sep-67	864981	18-Feb-69
RANCO	Robertshaw US Holding Corp.	United States of America	Registered	71/381,350	23-Jul-36	341055	1-Dec-36
RANCO	Robertshaw US Holding Corp.	United States of America	Registered	71/622,557	15-Dec-51	584070	29-Dec-53
RANCO	Robertshaw US Holding Corp.	United States of America	Registered	71/634,164	19-Aug-52	587824	6-Apr-54
ROBERTSHAW	Robertshaw Controls Company	United States of America	Registered	71/545,895	31-Dec-47	509419	3-May-49
ROBERTSHAW	Robertshaw Controls Company	United States of America	Registered	71/626,414	13-Mar-52	574303	12-May-03
ROBERTSHAW (Stylized)	Robertshaw Controls Company	United States of America	Registered	71/626,416	13-Mar-52	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
UNI-LINE	Robertshaw Controls Company	United States of America	Registered	72/274,241	19-Jun-67	857882	1-Oct-08
D-FROST-O- MATIC	Robertshaw US Holding Corp.	United States of America	Registered	72/301,247	24-Jun-68	872112	1-Jul-69
SLIP-FIT	Robertshaw Controls Company	United States of America	Registered	77/010,449	29-Sep-06	3271021	31-Jul-07
DESIGN ONLY	Robertshaw Controls Company	United States of America	Registered	74/572,119	12-Sep-94	1957294	20-Feb-96

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MARK	OWNER NAME	COUNTRY	STATUS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
UNI-KIT	Robertshaw Controls Company	United States of America	Registered	72/463,542	12-Sep-73	1010735	13-May-75
UNI-COUPLE	Robertshaw Controls Company	United States of America	Registered	72/445,296	5-Jan-73	997555	5-Nov-74
UNITROL	Robertshaw Controls Company	United States of America	Registered	71/624,851	12-Feb-52	566725	11-Nov-52

**RECORDED: 05/12/2023**