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03-22-1999



I

Patent and Trademark Office
Docket No. 07933-00002.28

100989713

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Airpax Acquisition, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☒ Other - Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: February 16, 1999

2. Name and address of receiving party(ies):

Name: Wells Fargo Bank, N.A.
Internal Address:
Street Address: 555 Montgomery Street, 17th Floor
City: San Francisco State: CA ZIP: 94104

- ☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☐ Corporation-State: _____
☒ Other: National Banking Association

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s): (See below and attached list)

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Registration No.(s)

1325514

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Deborah A. Davis
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 7

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing Attorney Docket 07933-00002.28

8. Deposit account number: 03-1952The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Deborah A. Davis

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

sf-658255

TRADEMARK
REEL: 1870 FRAME: 0799

Additional Trademark Registrations:

963431	AIRPAX
1325446	AIRPAX
1325513	AIRPAX
1325447	AIRPAX
1352511	CARDGARD
1114440	SNAPAK

TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of February 16, 1999, is made by AIRPAX ACQUISITION, LLC, a Delaware limited liability company (the "Debtor"), in favor of WELLS FARGO BANK, N.A., as agent for each of the Lenders (as defined hereinafter) (together with its successors and assigns in such capacity, the "Administrative Lender").

RECITALS

WHEREAS, the Debtor has entered into the Revolving Credit and Term Loan Agreement, dated as of February 16, 1999 (as amended, modified or supplemented from time to time, the "Credit Agreement"), among the Debtor, the financial institutions party thereto (the "Lenders"), and the Administrative Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby agrees, for the benefit of the Administrative Lender and the Lenders, as follows:

1. DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt and complete payment and performance of the Obligations, the Debtor hereby assigns for security purposes to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders, and hereby grants to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders and the Swap Providers a security interest in all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed on Attachment 1 hereto;

(b) all licenses of Trademarks to or by Debtor;

(c) all reissues, extensions or, renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark or Trademark registration referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. SECURITY AGREEMENT

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Administrative Lender in the Trademark Collateral with the United States Patent and Trademark Office and Canadian Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Lender for its benefit and the benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. RELEASE OF SECURITY INTEREST

Upon the payment in full of the Loans, expiration or termination of all Letters of Credit and the Commitments, termination of all Swap Contracts with the Swap Providers and payment of the other Obligations then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Administrative Lender shall, at the Debtor's expense, promptly execute and deliver to the Debtor all instruments and other documents as Debtor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. ACKNOWLEDGMENT

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

AIRPAX ACQUISITION, LLC

By: Dennis Karr
Name: Dennis Karr
Title: President

sf-637403

TRADEMARK
REEL: 1870 FRAME: 0803

ATTACHMENT 1**U.S. TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Reg. No.</u>
AIRPAX	1325514
AIRPAX	963431
AIRPAX	1325446
AIRPAX	1325513
AIRPAX	1325447
CARDGARD	1352511
SNAPAK	1114440

U.S. TRADEMARK APPLICATIONS

NONE