

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobile Air, LLC		10/01/2015	LTD LIAB JT ST CO: MICHIGAN
RECEIVING PARTY DATA			
Name:	FIRST MIDWEST BANK		
Street Address:	520 North Cass A venue # 100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60559		
Entity Type:	BANKING INSTITUTION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3686880	CHAMPIONS OF CHILL	
Registration Number:	3699737	HEROES OF HEAT	
Registration Number:	3680722	MOBILE AIR FORCE	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<i>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.</i>			
Phone:	2163485744		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLP/Robbie Bannan		
Address Line 1:	600 Superior Avenue, East, Ste 2100		
Address Line 4:	Cleveland, OHIO 44114-2653		
ATTORNEY DOCKET NUMBER:	38518-00006		
NAME OF SUBMITTER:	Robbie H. Bannan		
SIGNATURE:	/Robbie H. Bannan/		
DATE SIGNED:	10/28/2015		
Total Attachments: 7			
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MOBILE AIR SUBSIDIARY SECURITY AGREEMENT (TRADEMARK)

THIS MOBILE AIR SUBSIDIARY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 1, 2015, is made by MOBILE AIR, LLC, a Michigan limited liability company (together with its successors and permitted assigns, the "Grantor"), in favor of FIRST MIDWEST BANK ("FMB"), as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Securities Purchase Agreement dated as of October 1, 2015, Tioga Air Heaters, LLC, a Delaware limited liability company (together with its successors and assigns, the "Borrower"), purchased all of the Capital Securities of the Grantor, after the conversion of Mobile Air, Inc., a Michigan corporation, into the Grantor pursuant to the Michigan Limited Liability Company Act;

WHEREAS, the Borrower owns all of the issued and outstanding Capital Securities of the Grantor;

WHEREAS, in order to finance the acquisition of all of the Capital Securities of the Grantor and to secure working capital financing for the Borrower and its Subsidiaries, the Borrower, various financial institutions as are or may become parties thereto (together with their respective successors and assigns, individually, a "Lender" and collectively, the "Lenders"), and the Administrative Agent, entered into that certain Third Amended and Restated Credit Agreement, dated as of October 1, 2015 (together with all amendments, supplements, and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Issuing Bank have extended Commitments to make Loans to the Borrower and to issue or participate in Letters of Credit issued for the account of the Borrower;

WHEREAS, the Borrower may from time to time enter into Bank Product Agreements and Hedging Agreements;

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed the Mobile Air Subsidiary Guaranty;

WHEREAS, as a condition precedent to the occurrence of the Third Restatement Closing Date and the obligation of the Lenders to fund any additional Borrowing or of the Issuing Bank to issue any additional Letters of Credit pursuant to the Credit Agreement, the Grantor has executed and delivered the Mobile Air Subsidiary Security Agreement, dated as of October 1, 2015 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Mobile Air Subsidiary Security Agreement") and is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery, and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans made, and the Letters of Credit issued, from time to time to or for the account of the Borrower by the Lenders and the Issuing Bank, pursuant to the Credit Agreement, and other financial accommodations and other agreements entered into from time to time to or for the account of the Borrower by the Lender Parties;

NOW, THEREFORE, as a condition precedent to the occurrence of the Third Restatement Closing Date and the obligation of the Lenders to fund any additional Borrowing or of the Issuing Bank to issue any additional Letters of Credit pursuant to the Credit Agreement (including the Loans to be made on the Third Restatement Closing Date), and in consideration of any loan, advance, financial accommodation or other agreement heretofore or hereafter made to or with the Borrower under or in connection with the Loan Documents, and for other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor agrees, for the benefit of each Lender Party, as follows:

Section 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 Mobile Air Subsidiary Security Agreement or the Credit Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(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 Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the Mobile Air Subsidiary Security Agreement. The Mobile Air Subsidiary Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Mobile Air Subsidiary 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.

Section 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

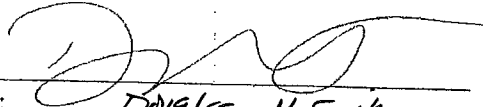
Section 7. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

Section 8. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts, together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MOBILE AIR, LLC, *as Grantor*

By: 
Name: Douglas M. Smith
Title: Chairman

Address: Mobile Air, LLC
c/o Hunter Equity Capital, LLC
111 W. Washington St., Suite 900
Chicago, IL 60602
Attention: Douglas M. Smith
Facsimile No.: None.
Email: dsmith@hunterequitycapital.com

FIRST MIDWEST BANK, *as Administrative Agent*

By: _____
Name: _____
Title: _____

Address: 520 North Cass Avenue #100
Westmont, IL 60559
Attention: Morgan A. Lyons, Senior Vice
President & Division Manager
Facsimile No.: None.
Email: morgan.lyons@firstmidwest.com

Signature Page to Mobile Air Subsidiary Security Agreement (Trademark)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MOBILE AIR, LLC, *as Grantor*

By: _____
Name: _____
Title: _____

Address: Mobile Air, LLC
c/o Hunter Equity Capital, LLC
111 W. Washington St., Suite 900
Chicago, IL 60602
Attention: Douglas M. Smith
Facsimile No.: None.
Email: dsmith@hunterequitycapital.com

FIRST MIDWEST BANK, *as Administrative Agent*

By: 
Name: Morgan A. Lyons
Title: Senior Vice President

Address: 520 North Cass Avenue #100
Westmont, IL 60559
Attention: Morgan A. Lyons, Senior Vice
President & Division Manager
Facsimile No.: None.
Email: morgan.lyons@firstmidwest.com

Signature Page to Mobile Air Subsidiary Security Agreement (Trademark)

TRADEMARK
REEL: 005655 FRAME: 0471

Attachment I
to
Mobile Air Subsidiary Security Agreement (Trademark)

REGISTERED AND PENDING TRADEMARKS AND LICENSES

Item A. Trademarks
Registered Trademarks

Trademark	Country	Status	App. Number	Filing Date	Registration No.	Issue Date	Owner of Record
Champions of Chill	U.S.	Registered	77400002	2/19/2008	3686880	9/22/2009	Mobile Air, Inc.
Heroes of Heat	U.S.	Registered	77400031	2/19/2008	3699737	8/26/2008	Mobile Air, Inc.
Mobile Air Force	U.S.	Registered	77399963	2/19/2008	3680722	9/8/2009	Mobile Air, Inc.

Domains

Domain Name	Registrant	Registrar	Renewal Date
www.mobileair.com	Mobile Air, Inc.	Network Solutions, LLC	October 28, 2015
www.mobileairsales.com	Mobile Air, Inc.	Domain.com, LLC	February 21, 2017

Unregistered, Common Law Trademarks/Trade Names.

- Mobile Dry, Inc.

Pending Trademark Applications: None.

Trademark Applications in Preparation: None.

Item B. Trademark Licenses: None.