

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM415303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEI CORPORATION, LLC		02/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4821828	QCC	
Registration Number:	4825995	IDEAL AIR	
Registration Number:	4825996	IDEAL AIR	
Registration Number:	4027115	COOL STAR	
Registration Number:	3834045	IDEALAIR	
Registration Number:	3866052	QCC	
Registration Number:	3833911	TRUCK AIR PARTS	
Registration Number:	3833913	MEI CORPORATION	
Registration Number:	3833912	AIRSOURCE	
Registration Number:	3861897	MEI CORPORATION	
Registration Number:	3049620	AIR CENTRAL	
Registration Number:	3040762	MAG	
Registration Number:	3023468	AIR CONNECTION	
Registration Number:	3049621	ELITE AIR	
Registration Number:	2026259	AIRSOURCE	
Registration Number:	1827372	TRUCK AIR PARTS	
Registration Number:	1350998	IDEALAIR	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4821828

Fax Number: 3125774688

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: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
---------------------------	----------------

SIGNATURE:	/Carole Dobbins/
-------------------	------------------

DATE SIGNED:	02/08/2017
---------------------	------------

Total Attachments: 5

source=antares omega trademark security agreement (mei) final 2017#page1.tif

source=antares omega trademark security agreement (mei) final 2017#page2.tif

source=antares omega trademark security agreement (mei) final 2017#page3.tif

source=antares omega trademark security agreement (mei) final 2017#page4.tif

source=antares omega trademark security agreement (mei) final 2017#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2017, is made by MEI CORPORATION, LLC, a Delaware limited liability company (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of February 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 19, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors party hereto are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

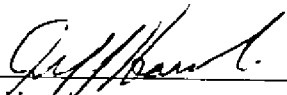
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MEI CORPORATION, LLC, as a Grantor

By: 
Name: Jeff Hauck
Title: Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Administrative Agent

Jeff Bottcher

By: _____

Name: Jeff Bottcher

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Grantor	Registration No.	Registration Date
QCC	U.S.	MEI Corporation	4821828	2/29/15
IDEAL AIR	U.S.	MEI Corporation	4825995	10/6/15
IDEAL AIR	U.S.	MEI Corporation	4825996	10/6/15
COOL STAR	U.S.	MEI Corporation	4027115	9/13/11
IDEALAIR	U.S.	MEI Corporation	3834045	8/17/10
QCC	U.S.	MEI Corporation	3866052	10/19/10
TRUCK AIR PARTS	U.S.	MEI Corporation	3833911	8/17/10
MEI CORPORATION	U.S.	MEI Corporation	3833913	8/17/10
AIRSOURCE	U.S.	MEI Corporation	3833912	8/17/10
MEI CORPORATION	U.S.	MEI Corporation	3861897	10/12/10
AIR CENTRAL	U.S.	MEI Corporation	3049620	1/24/06
MAG	U.S.	MEI Corporation	3040762	1/10/06
AIR CONNECTION	U.S.	MEI Corporation	3023468	12/6/05
ELITE AIR	U.S.	MEI Corporation	3049621	1/24/06
AIRSOURCE	U.S.	MEI Corporation	2026259	12/31/96
TRUCK AIR PARTS	U.S.	MEI Corporation	1827372	3/22/94
IDEALAIR	U.S.	MEI Corporation	1350998	7/23/85