TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROBOVENT PRODUCTS GROUP, INC.		01/31/2018	Corporation: MICHIGAN
PERMATRON CORPORATION		01/31/2018	Corporation: ILLINOIS
VISKON-AIRE CORP.		01/31/2018	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent
Street Address:	111 South Wacker Dr, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	5381734	PROCUBE
Registration Number:	5277441	VISTA360
Registration Number:	5230737	ROBOVENT EQ
Registration Number:	5149586	WELDPRO
Registration Number:	5132034	DELTA3
Registration Number:	5105063	FUSION
Registration Number:	5104336	EPAD
Registration Number:	5104283	ETELL
Registration Number:	5100500	WELDVENT
Registration Number:	5099944	IMPROVING LIVES THROUGH CLEAN AIR
Registration Number:	4713627	WELD STRONG BREATHE FREE
Registration Number:	5077080	ROBOVENT EXTRACTOR
Registration Number:	4816919	ROBOVENT ICE
Registration Number:	4767323	RMO TECHNOLOGY
Registration Number:	4626226	VENTBOSS
Registration Number:	4436055	FUSION 3

OP $990.00 5381734

Property Type	Number	Word Mark
Registration Number:	3150595	ROBOVENT WELDPRO
Registration Number:	2594228	ROBOVENT
Registration Number:	5086194	MAGNAMOUNT
Registration Number:	4554569	HAILSTOP
Registration Number:	2899905	PREVENT
Registration Number:	2970438	PERMAFLO
Registration Number:	2394735	DURALOFT
Registration Number:	2120605	PERMA-COOL
Registration Number:	1907240	LIFESTYLE
Registration Number:	1695955	ACCUMULATOR CHAMBER
Registration Number:	1512589	DUST-PLUS
Registration Number:	1385894	DUST EATER
Registration Number:	1098043	PERMATRON
Registration Number:	0764676	VISKON-AIRE
Registration Number:	5210736	DELTAGATE
Registration Number:	5016502	SPIRE
Registration Number:	4770269	THE LEADER IN CLEAN AIR. GUARANTEED SOLU
Registration Number:	4398106	THE BLADE
Registration Number:	4425412	VENTMAPPING
Registration Number:	4344534	PERFORMANCE WORKSPACE
Registration Number:	3650499	PLASER
Registration Number:	3634804	TRANS4MER
Registration Number:	3601665	CLARION

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.031
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/01/2018

Total Attachments: 8

source=Air Filtration Trademark Security Agreement#page1.tif
source=Air Filtration Trademark Security Agreement#page2.tif
source=Air Filtration Trademark Security Agreement#page3.tif
source=Air Filtration Trademark Security Agreement#page4.tif
source=Air Filtration Trademark Security Agreement#page5.tif
source=Air Filtration Trademark Security Agreement#page6.tif
source=Air Filtration Trademark Security Agreement#page7.tif
source=Air Filtration Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2018, by ROBOVENT PRODUCTS GROUP, INC., a Michigan corporation, PERMATRON CORPORATION, an Illinois corporation, and VISKON-AIRE CORP., a New Jersey corporation (collectively, the "Grantors", and each individually, a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among the Grantors and certain of their Affiliates, as "Borrowers" thereunder, Agent and the financial institutions from time to time party thereto ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of each Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor and certain Affiliates of each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Collateral Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I hereto;

TRADEMARK
REEL: 006263 FRAME: 0296

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications until such time as the applicable Grantor begins to use such trademark application.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. GOVERNING LAW, FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY

TRADEMARK
REEL: 006263 FRAME: 0297

TRIAL SET FORTH IN SECTION 10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature pages follow]

TRADEMARK
REEL: 006263 FRAME: 0298

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

ROBOVENT PRODUCTS GROUP, INC.

By: _____
Name: Daniel Skowronski
Its: Treasurer

PERMATRON CORPORATION

By: _____
Name: Gerald Saltarelli
Its: Secretary and Treasurer

VISKON-AIRE CORP.

By: _____
Name: Gerald Saltarelli
Its: Secretary and Treasurer

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

ROBOVENT PRODUCTS GROUP, INC.

By: _____
Name: Daniel Skowronski
Its: Treasurer

PERMATRON CORPORATION

By: _____
Name: Gerald Saltarelli
Its: Secretary and Treasurer

VISKON-AIRE CORP.

By: _____
Name: Gerald Saltarelli
Its: Secretary and Treasurer

AGREED TO AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: _____
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
PROCUBE	87185139	Registered	5381734	1/16/18	Robovent Products Group, Inc.
VISTA360	87016113	Registered	5277441	8/29/17	Robovent Products Group, Inc.
ROBOVENT EQ	87019906	Registered	5230737	6/27/17	Robovent Products Group, Inc.
WELDPRO	87016080	Registered	5149586	2/28/17	Robovent Products Group, Inc.
DELTA3	87016059	Registered	5132034	1/31/17	Robovent Products Group, Inc.
FUSION	87046750	Registered	5105063	12/20/16	Robovent Products Group, Inc.
EPAD	87019893	Registered	5104336	12/20/16	Robovent Products Group, Inc.
ETELL	87016075	Registered	5104283	12/20/16	Robovent Products Group, Inc.
WELDVENT	87107201	Registered	5100500	12/13/16	Robovent Products Group, Inc.
IMPROVING LIVES THROUGH CLEAN AIR	87016091	Registered	5099944	12/13/16	Robovent Products Group, Inc.
WELD STRONG BREATHE FREE	86150797	Registered	4713627	3/31/15	Robovent Products Group, Inc.
ROBOVENT EXTRACTOR	86943930	Registered	5077080	11/8/16	Robovent Products Group, Inc.
ROBOVENT ICE	86509579	Registered	4816919	9/22/15	Robovent Products Group, Inc.
RMO TECHNOLOGY	86322784	Registered	4767323	7/7/15	Robovent Products Group, Inc.
VENTBOSS	86118600	Registered	4626226	10/21/14	Robovent Products Group, Inc.
FUSION 3	85894982	Registered	4436055	11/19/13	Robovent Products Group, Inc.
ROBOVENT WELDPRO	78584672	Registered	3150595	10/3/06	Robovent Products Group, Inc.
ROBOVENT	76276892	Registered	2594228	7/16/02	Robovent Products Group, Inc.
MAGNAMOUNT	86972866	Registered	5086194	11/22/16	Permatron Corporation
HAILSTOP	85930123	Registered	4554569	6/24/14	Permatron Corporation
PREVENT	78320926	Registered	2899905	11/2/04	Permatron Corporation
PERMAFLO	78412336	Registered	2970438	7/19/05	Permatron Corporation
DURALOFT	75565115	Registered	2394735	10/17/00	Permatron Corporation
PERMA-COOL	75153277	Registered	2120605	12/9/97	Permatron Corporation
LIFESTYLE	74514080	Registered	1907240	7/25/95	Permatron Corporation
ACCUMULATOR CHAMBER	74193604	Registered	1695955	6/23/92	Permatron Corporation
DUST-PLUS	73722400	Registered	1512589	11/15/88	Permatron Corporation
DUST EATER	73536317	Registered	1385894	3/11/86	Permatron Corporation
PERMATRON	73126917	Registered	1098043	8/1/78	Permatron Corporation

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
VISKON-AIRE	72167215	Registered	0764676	2/11/64	Viskon-Aire Corporation
DELTAGATE	87016101	Registered	5210736	5/23/17	Robovent Products Group, Inc.
SPIRE	86822690	Registered	5016502	8/9/16	Robovent Products Group, Inc.
THE LEADER IN CLEAN AIR. GUARANTEED SOLUTIONS.	86337175	Registered	4770269	7/7/15	Robovent Products Group, Inc.
THE BLADE	85901535	Registered	4398106	9/3/13	Robovent Products Group, Inc.
VENTMAPPING	85885686	Registered	4425412	10/29/13	Robovent Products Group, Inc.
PERFORMANCE WORKSPACE	85793907	Registered	4344534	5/28/13	Robovent Products Group, Inc.
PLASER	77633556	Registered	3650499	7/7/09	Robovent Products Group, Inc.
TRANS4MER	77606641	Registered	3634804	6/9/09	Robovent Products Group, Inc.
CLARION	77533718	Registered	3601665	4/7/09	Robovent Products Group, Inc.