

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strobic Air Corporation		03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 W Monroe St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1170076	COMMAND-A-PITCH	
Registration Number:	4042193	STROBIC AIR	
Registration Number:	3760671	TRI-STACK	
Registration Number:	4327385	STROBIC AIR THE POWER OF INNOVATION	
Registration Number:	4327386	THE POWER OF INNOVATION	
Registration Number:	2992868	ACOUSTICAL WIND BAND	
Registration Number:	4038143		
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-42		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		

CH \$190.00 1170076

DATE SIGNED:	05/07/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "Agreement"), dated as of this 30th day of March 2018, is made by STROBIC AIR CORPORATION, a Delaware corporation ("Grantor"), with its principal place of business and mailing address at 700 Emlen Way, Telford, Pennsylvania 18969, in favor of Bank of Montreal as administrative agent (in such capacity, the "Administrative Agent") for the Lenders and other Secured Creditors (as defined in the Pledge and Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Credit Agreement"), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor and the other Borrowers and the Guarantors from time to time party to the Credit Agreement (each a "Debtor" and collectively the "Debtors") grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations (the Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the "Secured Creditors") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Pledge and Security Agreement dated as of the date hereof (such Pledge and Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Security Agreement"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and 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 Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all Proceeds and products of the foregoing;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

2. **Terms of Security Agreement Incorporated by Reference.** 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 Security Agreement and the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.


3. **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.

4. **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 PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

STROBIC AIR CORPORATION, a Delaware corporation

By: 
Name: Todd Benne

Title: Vice President of Finance, Chief Financial Officer and Secretary

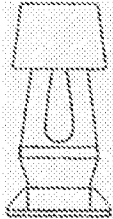
Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL

By: 
Name: Dan Weeks
Title: Managing Director

SCHEDULE A

1. TRADEMARK REGISTRATIONS AND APPLICATIONS:

Country	Owner	Registration Date	Trademark	Registration Number
US	Strobic Air Corporation	9/22/1981	COMMAND-A-PITCH	1170076
US	Strobic Air Corporation	10/18/2011	STROBIC AIR	4042193
US	Strobic Air Corporation	3/16/2010	TRI-STACK	3760671
US	Strobic Air Corporation	4/30/2013	STROBIC AIR THE POWER OF INNOVATION	4327385
US	Strobic Air Corporation	4/30/2013	THE POWER OF INNOVATION	4327386
US	Strobic Air Corporation	9/6/2005	ACCOUSTICAL WIND BAND	2992868
US	Strobic Air Corporation	10/11/2011		4038143