

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475165

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PINNACLE CLIMATE TECHNOLOGIES, INC.		05/22/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STERLING NATIONAL BANK		
<b>Street Address:</b>	8401 North Central Expressway, Suite 600		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87352778	PROTEMP	
<b>Serial Number:</b>	87374561		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	05/23/2018		
<b>Total Attachments: 8</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

PINNACLE CLIMATE TECHNOLOGIES, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 22, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: STERLING NATIONAL BANK

Street Address: 8401 North Central Expressway Suite 600

City: Dallas

State: Texas

Country: USA Zip: 75225

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule I

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

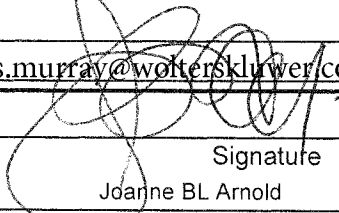
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Joanne BL Arnold

Name of Person Signing

May 22, 2018

Date

Total number of pages including cover sheet, attachments, and document:

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May <sup>22</sup> 2018, is entered into by PINNACLE CLIMATE TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), in favor of STERLING NATIONAL BANK, a national banking association (together with its successors and permitted assigns, "Lender").

### BACKGROUND

Grantor, certain its affiliates and the Lender have entered into a certain Loan and Security Agreement dated as of September 22, 2017 relating to financing by the Lender to the Borrowers defined therein (the "Loan Agreement") (the Loan Agreement, and all other writings, documents, and agreements delivered pursuant thereto, are collectively and individually referred to as the "Loan Documents").

To induce the Lender to grant the loans, advances and extensions of credit to the Borrowers in accordance with the terms of the Loan Documents, Grantor has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the Grantor agrees as follows:

1. Definitions. Capitalized terms used but not specifically defined herein shall have the meaning provided for such terms in the Loan Agreement.

2. Security Interest. To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby irrevocably pledges and assigns to, and grants Lender a security interest with power of sale to the extent permitted by law, in all of Grantor's right, title and interest in and to the following, all as presently existing or hereafter arising or acquired:

(a) all trademarks, service marks, collective membership marks, registrations and applications for registration for each, including, without limitation, the marks listed on Exhibit A (collectively, the "Trademarks");

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

(c) all licenses, fees or royalties with respect to each Trademark; and

(d) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark, and (B) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any

successor provision), such intent-to-use trademark application shall be deemed to be Intellectual Property Collateral.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that certain rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor hereby acknowledges and affirms the representations and warranties made to Lender with respect to the Intellectual Property Collateral made, and the covenants of Grantor contained, in the Loan Agreement.

3. Representations, Warranties and Agreements. In addition to the representation, warranties and covenants in the Loan Agreement, Grantor represents, warrants and agrees as follows:

(a) Trademarks. Exhibit A accurately lists all Trademarks owned by Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Grantor's or any Affiliate's business. If after the date hereof, Grantor owns any Trademarks not listed on Exhibit A (other than common law marks which are not material to Grantor's or any Affiliate's business), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall promptly provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(b) Title. Grantor has good title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Grantor (i) will have, at the time Grantor acquires any rights in Trademarks hereafter arising, good title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(c) No Sale. Except as permitted in the Loan Agreement, Grantor will not assign, transfer, encumber or otherwise dispose of the Intellectual Property Collateral, or any interest therein, without Lender's prior written consent.

(d) Defense. Grantor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(e) Maintenance. Grantor will at its own expense maintain the Trademarks to the extent reasonably required for the performance of its business including, but not limited to, filing all trademark registrations and applications therefor, and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least thirty (30) days, to allow Lender to timely pay any such

maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(f) Lender's Right to Take Action. If Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after Lender gives Grantor written notice thereof (or, in the case of the agreements contained in subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantor notifies Lender that it intends to abandon a Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(g) Power of Attorney. To facilitate Lender's taking action under subsection (f) and exercising its rights under Section 4, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 3, or, necessary for Lender, after the occurrence and during the continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

4. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks or any other Intellectual Property Collateral.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

5. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Any delay or failure of Lender to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies.

(b) All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement.

(d) Lender shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Intellectual Property Collateral at all or in any particular manner or order, or to apply any cash proceeds of Intellectual Property Collateral in any particular order of application.

(e) This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

(f) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and payment in full of the Obligations.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GRANTOR:

PINNACLE CLIMATE TECHNOLOGIES, INC.

By: 

Name: William L. Morris

Title: Vice President & Secretary

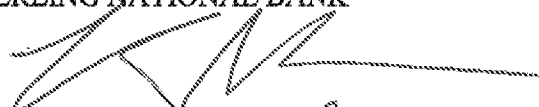
*[Signature Page to Trademark Security Agreement]*

TRADEMARK  
REEL: 006334 FRAME: 0935



LENDER:

STERLING NATIONAL BANK

By:   
Name: Michael V. [unclear]  
Title: SVP

*[Signature Page to Trademark Security Agreement]*

EXHIBIT A

<b>Grantor</b>	<b>Trademark</b>	<b>Registration or Application/ Serial Number</b>	<b>Registration/ Filing Date</b>
Pinnacle Climate Technologies, Inc.	ProTemp (Design)	87-352,778	February 28, 2017
Pinnacle Climate Technologies, Inc.	Design	87-374,561	March 16, 2017