

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vornado Air, LLC		05/04/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Agent: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2130205	TRADITIONS	
Registration Number:	2154830	VORNADO AQS	
Registration Number:	2156573	PRESORB	
Registration Number:	2666497	VH2	
Registration Number:	1736374	VORTEX HEAT	
Registration Number:	1636821	VORNADO	
Registration Number:	1695958	VORNADO	
Registration Number:	2132460	AIRTENSITY	
Registration Number:	2514332	FEEL THE DIFFERENCE	
Registration Number:	2426655	VORNADO	
Registration Number:	3547544	LEADERS IN AIRFLOW TECHNOLOGY	
Registration Number:	3525443	FLIPPI	
Registration Number:	3155003	ZIPPI	
Registration Number:	3801231	VORNADO	
Registration Number:	3207710	VORNADOFAN	
Registration Number:	3711005	ICONTROL	
Registration Number:	3217685	STEAMFAST	
Registration Number:	3861775	STEAMFAST POWERFUL. NATURAL. INTELLIGENT	
Registration Number:	3794827		
TRADEMARK			

CH \$690.00 2130205

Property Type	Number	Word Mark
Registration Number:	3861776	STEAMFAST POWERFUL. NATURAL. INTELLIGENT
Registration Number:	3865432	
Registration Number:	3767391	STEAMFAST
Registration Number:	4335173	VORNADO
Registration Number:	4717796	SILVERSCREEN
Registration Number:	4791385	VORNADOBABY
Serial Number:	87824032	SENSA
Serial Number:	87824070	TEMPA

CORRESPONDENCE DATA

Fax Number: 3103172757
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: 310.551.9332
Email: ksuh@mwe.com, jrarmstrong@mwe.com, cvicino@mwe.com
Correspondent Name: Kristine Suh
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 2049 Century Park East, Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Kristine Suh
SIGNATURE:	/Kristine Suh/
DATE SIGNED:	05/04/2018

Total Attachments: 7

- source=VORNADO AIR - Trademark Security Agreement (ABL) (Executed)#page1.tif
- source=VORNADO AIR - Trademark Security Agreement (ABL) (Executed)#page2.tif
- source=VORNADO AIR - Trademark Security Agreement (ABL) (Executed)#page3.tif
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- source=VORNADO AIR - Trademark Security Agreement (ABL) (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2018, is made by Vornado Air, LLC, a Delaware limited liability company (the "Grantor"), in favor of Wells Fargo Bank, N.A. (as successor-in-interest by assignment from General Electric Company), as administrative agent ("Wells Fargo"), (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 360 HOLDINGS III CORP., a Delaware corporation ("Topco Borrower"), MERCHSOURCE, LLC, a Delaware limited liability company ("MerchSource"), (Topco Borrower and MerchSource are sometimes referred to herein collectively as "US Borrowers" and individually as a "US Borrower"), THREESIXTY SOURCING LIMITED, a company incorporated in Hong Kong with limited liability ("ThreeSixty") (ThreeSixty and the US Borrowers are sometimes referred to herein collectively as "Borrowers" and individually as a "Borrower") and each of the other entities listed on the signature pages thereto or that becomes a party thereto, the Lenders and Wells Fargo, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. The Grantor is a party to the Joinder Agreement, dated the date hereof (the "Joinder"), among Grantor, the other credit parties party thereto and Agent, pursuant to which the Company will be (i) a Borrower under the Credit Agreement and (ii) a guarantor and grantor under that certain Guaranty and Security Agreement, dated as of October 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") among the guarantors and grantors party thereto and the Agent, and accordingly the Grantor is obligated to execute and deliver this Trademark Security Agreement in favor of Agent.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right,

title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, other than any Excluded Property;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the 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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions 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, the 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,

VORNADO AIR, LLC
as Grantor

By: 
Name: Cole Hoppock
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement - ABL]

TRADEMARK
REEL: 006379 FRAME: 0643

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, N.A.,
as Agent

By: _____



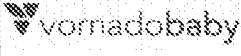
Name: Ben Culler
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Trademark Name	Jurisdiction	Registration Number	Status	Owner
Traditions	US	2130205	Renewed	Vornado Air, LLC
VORNADO AQS	US	2154830	Renewed	Vornado Air, LLC
PRESORB	US	2156573	Renewed	Vornado Air, LLC
VH2	US	2666497	Renewed	Vornado Air, LLC
VORTEX HEAT	US	1736374	Renewed	Vornado Air, LLC
VORNADO	US	1636821	Renewed	Vornado Air, LLC
VORNADO	US	1695958	Renewed	Vornado Air, LLC
AIRTENSITY	US	2132460	Renewed	Vornado Air, LLC
FEEL THE DIFFERENCE	US	2514332	Renewed	Vornado Air, LLC
VORNADO	US	2426655	Renewed	Vornado Air, LLC

Trademark Name	Jurisdiction	Registration Number	Status	Owner
LEADERS IN AIRFLOW TECHNOLOGY	US	3547544	Registered	Vornado Air, LLC
FLIPPI	US	3525443	Renewed	Vornado Air, LLC
ZIPPI	US	3155003	Renewed	Vornado Air, LLC
VORNADO	US	3801231	Registered	Vornado Air, LLC
VORNADOFAN	US	3207710	Registered	Vornado Air, LLC
ICONTROL	US	3711005	Registered	Vornado Air, LLC
STEAMFAST	US	3217685	Registered	Vornado Air, LLC
	US	3861775	Registered	Vornado Air, LLC
	US	3794827	Registered	Vornado Air, LLC
	US	3861776	Registered	Vornado Air, LLC
	US	3865432	Registered	Vornado Air, LLC

Trademark Name	Jurisdiction	Registration Number	Status	Owner
STEAMFAST	US	3767391	Registered	Vornado Air, LLC
VORNADO	US	4335173	Registered	Vornado Air, LLC
SILVERSCREEN	US	4717796	Registered	Vornado Air, LLC
 vornadobaby	US	4791385	Registered	Vornado Air, LLC
SENSA	US	87824032 (Application Number)	Pending Intent to Use	Vornado Air, LLC
TEMPA	US	87824070 (Application Number)	Pending Intent to Use	Vornado Air, LLC