

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEHUMIDIFIED AIR SOLUTIONS INC.		12/19/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88061606	AGRONOMIC IQ	
Registration Number:	4339033	DECTRON PURGE	
Registration Number:	3401490	DECTRON	
Registration Number:	4306329	ECO-TRON	
Registration Number:	4339035	DRY-O-TRON PURGE	
Registration Number:	1173094	DRY-O-TRON	
Serial Number:	87880279	DEHUMIDIFIED AIR SERVICES	
Serial Number:	87880348	DEHUMIDIFIED AIR SOLUTIONS	
Serial Number:	87880312		
Serial Number:	87805261		
Serial Number:	87805306	DEHUMIDIFIED AIR SOLUTIONS	
Serial Number:	87805332	DEHUMIDIFIED AIR SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		

CH \$315.00 88061606

Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 8000
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 058550-000092

NAME OF SUBMITTER: Stephen D. Lott

SIGNATURE: /Stephen D. Lott/

DATE SIGNED: 12/20/2018

Total Attachments: 9

source=Patent and TM Security Agreement - Dehumidified Air to CIBC#page1.tif
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 19, 2018, is made by SOLUTIONS D'AIR DÉSHUMIDIIFIÉ INC. / DEHUMIDIFIED AIR SOLUTIONS INC., a Quebec corporation (the "Company"), in favor of CIBC Bank USA, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent"). All capitalized terms used in this Agreement and not otherwise defined shall have the same meanings as in the Credit Agreement referenced below.

RECITALS

A. The Company and certain of its Affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company and certain of its Affiliates.

B. The Company has entered into a Canadian Guarantee and Collateral Agreement dated as of the date hereof and in a Deed of Hypothec dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Company is required to execute and deliver to the Administrative Agent, for the ratable benefits of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Company has granted to the Administrative Agent, for the ratable benefits of the Lenders, a security interest and hypothec in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company and its Affiliates under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company does hereby grant to the Administrative Agent and confirm that it has granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and hypothec in all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests and hypothecs granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Company hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest and hypothec in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Company has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

SOLUTIONS D' AIR DÉSHUMIDIFIÉ INC. /
DEHUMIDIFIED AIR SOLUTIONS INC.

By: 
Steve Dykman
Chief Financial Officer and Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

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SOLUTIONS D'AIR DÉSHUMIDIFIÉ INC. /
DEHUMIDIFIED AIR SOLUTIONS INC.

By: _____
Steve Dykman
Chief Financial Officer and Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006560 FRAME: 0347

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

Owner	Title	Patent No.	Issue Date
DEHUMIDIFIED AIR SOLUTIONS INC.	AIR CONDITIONING/DEHUMIDIFYING UNIT	8,689,580	4/8/14

U.S. Patent Applications

N/A

Non-U.S. Patent Registrations

Owner	Title	Country	Patent No.	Issue Date
DEHUMIDIFIED AIR SOLUTIONS INC.	METHOD AND A WASHING SYSTEM FOR WASHING TURBINES	Canada	CA 2579929	12/02/2014

Non-U.S. Patent Applications





Owner	Title	Country	Application No.	Filing Date	Expiration Date
DEHUMIDIFIED AIR SOLUTIONS INC.	VAPOR COMPRESSION REFRIGERANT SYSTEM WITH SECONDARY MODULATING HEAT TRANSFER	Canada	CA 2933513	12/20/17	Pending
DEHUMIDIFIED AIR SOLUTIONS INC.	AIR CONDITIONING/DEHUMIDIFYING UNIT	Canada	CA 2782287	1/6/14	Pending



SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

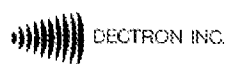
<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
US	88061606	N/A	08/01/2018	AGRONOMIC IQ	DEHUMIDIFIED AIR SOLUTIONS INC.
US	77930327	4339033	02/08/2010 05/21/2013	DECTRON PURGE	DEHUMIDIFIED AIR SOLUTIONS INC.
US	77237346	3401490	07/24/2007 03/25/2008	DECTRON	DEHUMIDIFIED AIR SOLUTIONS INC.
US	85494920	4306329	12/14/2011 03/19/2013	ECO-TRON	DEHUMIDIFIED AIR SOLUTIONS INC.
US	77930719	4339035	02/08/2010 05/21/2013	DRY-O-TRON PURGE	DEHUMIDIFIED AIR SOLUTIONS INC.
US	73272975	1173094	08/05/1980 10/13/1981	DRY-O-TRON	DEHUMIDIFIED AIR SOLUTIONS INC..
US	87880279	N/A	04/17/2018	DEHUMIDIFIED AIR SERVICES 	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880348	N/A	04/17/2018		


U.S. Trademark Applications

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
US	88061606	N/A	08/01/2018	AGRONOMIC IQ	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880279	N/A	04/17/2018	DEHUMIDIFIED AIR SERVICES 	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880348	N/A	04/17/2018	DEHUMIDIFIED AIR SOLUTIONS 	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880312	N/A	04/17/2018		DEHUMIDIFIED AIR SOLUTIONS INC.
US	87805261	N/A	02/21/2018		DEHUMIDIFIED AIR SOLUTIONS INC.
US	87805306	N/A	02/21/2018	DEHUMIDIFIED AIR SOLUTIONS	DEHUMIDIFIED AIR SOLUTIONS INC.




<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
					
US	87805332	N/A	02/21/2018	DEHUMIDIFIED AIR SERVICES 	DEHUMIDIFIED AIR SOLUTIONS INC.

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
CA	1197930	TMA 627869	11/27/2003 12/08/2004	COMMANDCENTER	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0896995	TMA 522500	11/20/1998/ 01/28/2000	DECTRON	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0426446	TMA 241349	06/21/1978 03/21/1980	 DECTRON INC.	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1468713	TMA 802549	02/08/2010 07/20/2011	DECTRON PURGE	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	426447	TMA 241784	06/21/1978 03/21/1980	DRY-O-TRON	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1711279	TMA 929232	01/16/2015 02/17/2016	DRY-O-TRON LEEDER	DEHUMIDIFIED AIR SOLUTIONS, INC.

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
CA	1468820	TMA 842200	02/08/2010 02/04/2013	DRY-O-TRON PURGE	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1556018	TMA 880157	12/13/2011 06/13/2014	ECO-TRON	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0771760	TMA 451986	12/22/1994 12/15/1995	HYPOXY	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1711280	TMA 929211	01/16/2015 02/17/2016	POOL PERFECT	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1193409	TMA 634877	10/16/2003 03/10/2005	Seresco 	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0426448	TMA 250646	06/21/1978 09/19/1980	VISI-TRON	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1197928	TMA 627637	11/27/2003 12/06/2004	WEBSENTRY	DEHUMIDIFIED AIR SOLUTIONS, INC.

Non-U.S. Trademark Applications

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
CA	1884975	N/A	02/26/2018		DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1884976	N/A	02/26/2018		DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1884974	N/A	02/26/2018		DEHUMIDIFIED AIR SOLUTIONS, INC.