

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADDISON HVAC LLC		12/19/2018	Limited Liability Company: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	1114463	ADDISON	
Registration Number:	3906402	ADDISON	
Registration Number:	5482471	ACTIVE COIL EXPOSURE	
Registration Number:	5476913	L C	
Serial Number:	87418790	LINEAR CAPACITY	
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		
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		

CH \$140.00 1114463

Total Attachments: 6

source=Patent and TM Security Agreement - ADDISON#page1.tif

source=Patent and TM Security Agreement - ADDISON#page2.tif

source=Patent and TM Security Agreement - ADDISON#page3.tif

source=Patent and TM Security Agreement - ADDISON#page4.tif

source=Patent and TM Security Agreement - ADDISON#page5.tif

source=Patent and TM Security Agreement - ADDISON#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 19, 2018, is made by ADDISON HVAC LLC, a Delaware limited liability company (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 and certain of its Affiliates have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, 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 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, for the benefit of the Lenders, a continuing security interest 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;

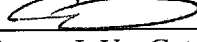
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for 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 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 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.

ADDISON HVAC LLC

By: 
Aaron J. VanGetson
Vice President and Assistant 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: 0373

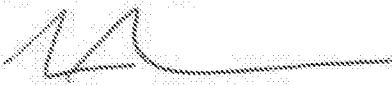
The Company has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

ADDISON HVAC LLC

By: _____
Aaron J. VanGetson
Vice President and Assistant 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: 0374

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

N/A

U.S. Patent Applications

Owner	Title	Patent Application No.	Filing Date	Expiration Date	Inventors
ADDISON HVAC LLC	HVAC SYSTEM COMPRISING INDEPENDENTLY VARIABLE REFRIGERANT FLOW (VRF) AND VARIABLE AIR FLOW (VAF)	15/406,703	01/14/2016	Pending	John Nelson

Non-U.S. Patent Registrations

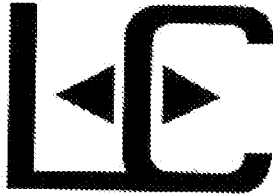
N/A

Non-U.S. Patent Applications

Owner	Title	Country	Application No.	Filing Date	Expiration Date
ADDISON HVAC LLC	HVAC SYSTEM COMPRISING INDEPENDENTLY VARIABLE REFRIGERANT FLOW (VRF) AND VARIABLE AIR FLOW (VAF)	Canada	CA 3004629	7/20/17	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	73149867	1114463	11/25/1977 03/06/1979	ADDISON	ADDISON HVAC LLC
US	77877758	3906402	11/20/2009 01/18/2011	ADDISON	ADDISON HVAC LLC
US	87461863	5482471	05/24/2017 05/29/2018	ACTIVE COIL EXPOSURE	ADDISON HVAC LLC
US	87418773	5476913	04/20/2017 05/22/2018	LC 	ADDISON HVAC LLC
US	87418790	N/A	04/20/2017	LINEAR CAPACITY	ADDISON HVAC LLC

U.S. Trademark Applications

N/A

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>
EU	8751604	8751604	11/19/2009 05/27/2010	ADDISON	ADDISON HVAC LLC

Non-U.S. Trademark Applications

N/A