

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEATHER-RITE LLC		12/19/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1491013	WEATHER-RITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-460-5000		
<b>Email:</b>	slott@seyfarth.com		
<b>Correspondent Name:</b>	Stephen D. Lott		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 8000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	058550-000092		
<b>NAME OF SUBMITTER:</b>	Stephen D. Lott		
<b>SIGNATURE:</b>	/Stephen D. Lott/		
<b>DATE SIGNED:</b>	12/20/2018		
<b>Total Attachments: 6</b>			
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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 WEATHER-RITE LLC, 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.

WEATHER-RITE 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: 0673**


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.

WEATHER-RITE 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: 0674**

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

N/A

U.S. Patent Applications

N/A

Non-U.S. Patent Registrations

N/A

Non-U.S. Patent Applications

N/A

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	73630082	1491013	09/15/1986 06/07/1988	WEATHER-RITE <i>Weather-Rite</i>	WEATHER-RITE 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>
CA	1397546	TMA 813775	05/30/2008 12/09/2011	 Phoenix AIR SYSTEMS	WEATHER-RITE, LLC
CA	1374040	TMA 745661	11/29/2007 08/18/2009	PHOENIX AIR SYSTEMS	WEATHER-RITE, LLC
CA	1327289	TMA 696980	12/07/2006 09/20/2007	WEATHER-RITE	WEATHER-RITE, LLC
MX	1224802	1281254	11/03/2011 04/24/2012	PHOENIX AIR SYSTEMS	WEATHER-RITE, LLC
MX	953575	1193365	04/23/2009 12/06/2010	 Phoenix AIR SYSTEMS	WEATHER-RITE, LLC

Non-U.S. Trademark Applications

N/A

Schedule 2 to Patent and Trademark Security Agreement

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**RECORDED: 12/20/2018**

**TRADEMARK  
REEL: 006560 FRAME: 0676**