

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518597

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OHIO TRANSMISSION CORPORATION | | 04/08/2019 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT | | |
| Street Address: | 500 WEST MONROE STREET | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3128662 | AIR TECHNOLOGIES | |
| Registration Number: | 3474661 | SURVAIR | |
| Registration Number: | 3443732 | MODULAIR | |
| Registration Number: | 2368849 | MONITAIR | |
| Registration Number: | 2459926 | MANAGAIR | |
| Registration Number: | 2366612 | DIRECTAIR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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> | | | |
| Email: | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP | | |
| Address Line 1: | 650 TOWN CENTER DRIVE, 20TH FL | | |
| Address Line 4: | COSTA MESA, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0383 | | |
| NAME OF SUBMITTER: | KRISTIN J AZCONA | | |
| SIGNATURE: | /KJA/ | | |
| DATE SIGNED: | 04/11/2019 | | |

OP \$165.00 3128662

Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 8, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Ohio Transmission Corporation (the “Grantor”) in favor of Antares Capital LP, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of April 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor has granted a security interest to the Agent in the IP Collateral (as defined below) and is required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following intellectual property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the “IP Collateral”):

- A. all Trademark registrations and pending applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that the Grantor shall reasonably request, in a form reasonably satisfactory to the Grantor, to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR SUCH ACCEPTABLE INTERCREDITOR AGREEMENT, AS APPLICABLE) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OHIO TRANSMISSION CORPORATION

By: *Matt Piatt*

Name: Matt Piatt


Title: Chief Financial Officer, Vice President and
Treasurer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006615 FRAME: 0579

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By:  _____

Name: William Murphy
Title: Duly Authorized Signatory

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

| Trademark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|--|-----------------|--------------------|-----------------|------------------|--|
| AIR TECHNOLOGIES AIR TECHNOLOGIES | 78/385679 | 03/17/04 | 3128662 | 08/15/06 | Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219 |
| SURVAIR | 77/150032 | 04/05/07 | 3474661 | 07/29/08 | Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219 |
| MODULAIR | 77/130140 | 03/13/07 | 3443732 | 06/10/08 | Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219 |
| MONTAIR | 75/807300 | 09/24/99 | 2368849 | 07/18/00 | Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219 |
| MANAGAIR | 75/243929 | 02/19/97 | 2459926 | 06/12/01 | Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219 |
| DIRECTAIR | 75/215193 | 12/18/96 | 2366612 | 07/11/00 | Ohio Transmission Corporation 1900 Jetway Blvd. |

| Trademark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|-----------|----------|-------------|----------|-----------|-----------------------|
| | | | | | Columbus, OH 43219 |