

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDLEY CAPITAL LLC, as the resigning administrative agent		06/25/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	KAYNE SENIOR CREDIT III LOANCO, LLC
Street Address:	655 Madison Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10065
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	0984507	FRIEDRICH
Registration Number:	1070964	MONEY SAVER
Registration Number:	1370023	HAZARDGARD
Registration Number:	1339108	QUIETMASTER
Registration Number:	1570776	WALLMASTER
Registration Number:	1958384	SMART CENTER
Registration Number:	1550071	ZONEAIRE
Registration Number:	2254203	VERT-I-PAK
Registration Number:	2536679	XSTAR
Registration Number:	2650681	UNI-FIT
Registration Number:	3854714	KÜHL
Registration Number:	3854723	F
Registration Number:	3854715	KÜHL+
Registration Number:	4244621	ENTRYGARD
Serial Number:	87323246	THE INSIDER
Registration Number:	4270995	FRIEDRICHLINK

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Property Type	Number	Word Mark
Registration Number:	4355711	CHILL
Registration Number:	4394913	CHILL+
Registration Number:	4316208	BREEZE
Registration Number:	4316209	SIMPLESILL
Registration Number:	5003788	PRECISION INVERTER
Registration Number:	5037083	FRESHAIRE
Registration Number:	5027959	VRP
Registration Number:	1875178	FLOATING AIR

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 212.310.8000
Email: juan.arias@weil.com
Correspondent Name: Steven LePorin
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	S.Leporin - 64197.0005
NAME OF SUBMITTER:	Steven LePorin
SIGNATURE:	/Steven LePorin/
DATE SIGNED:	06/26/2019

Total Attachments: 19
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**NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

THIS NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Assignment") is made and entered into as of June 25, 2019 by **MEDLEY CAPITAL LLC**, as the resigning administrative agent (in such capacity, "Assignor"), in favor of **KAYNE SENIOR CREDIT III LOANCO, LLC**, with an address 655 Madison Avenue, 18th Floor, New York, New York 10065, as the successor administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Pledge and Security Agreement, dated as of February 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among FRIEDRICH AIR CONDITIONING, LLC ("Friedrich LLC"), the other grantors party thereto (each, a "Grantor", and collectively, the "Grantors"), and Assignor;

WHEREAS, pursuant to (i) the Security Agreement, (ii) the Patent Security Agreement made by Friedrich LLC in favor of Assignor recorded at the United States Patent and Trademark Office (the "USPTO") on February 7, 2017 at Reel/Frame 041197/0080, (iii) the Patent Security Agreement made by Friedrich LLC in favor of Assignor recorded at the USPTO on September 14, 2018 at Reel/Frame 046880/0103 and (iv) the Trademark Security Agreement made by Friedrich LLC in favor of Assignor recorded at the USPTO on February 7, 2017 at Reel/Frame 5984/0279, (collectively, the "Intellectual Property Security Agreements"), the Grantors granted to Assignor a continuing security interest in and to all of their intellectual property in patents and trademarks, including the patents and trademarks set forth on Schedule I (the "Intellectual Property"); and

WHEREAS, pursuant to that certain Agency Resignation and Appointment Agreement and Amendment to Credit Agreement ("Agency Assignment"), dated as of June 25, 2019, among the Grantors, the other parties thereto, Assignor and Assignee, Assignor resigned as Administrative Agent under the Credit Agreement and other Loan Documents, and Assignee accepted its appointment as the Administrative Agent under the Credit Agreement and other Loan Documents, and Assignor assigned to Assignee each of the Liens and security interests granted to the Assignor under the Assigned Loan Documents, any other Loan Documents, Uniform Commercial Code financing statements (or other financing statements) filed by the Assignor on behalf of itself and the secured parties under the Loan Documents in connection with the Credit Agreement and the other Loan Documents, including, without limitation, all Liens with respect to intellectual property Collateral filed with the USPTO;

WHEREAS, pursuant to the Agency Assignment, Assignee assumed all Assigned Security Interests, for its benefit and for the benefit of the Term Loan Secured Parties, and all such rights, title and interests as secured party or lien holder or in connection with the Assigned Security Interests and such financing statements;

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the resignation of Assignor as the Administrative Agent, the appointment of Assignee as the Administrative Agent, and the assignment by Assignor to Assignee of the Intellectual Property Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

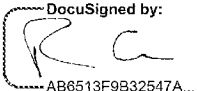
1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Agency Assignment.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Term Loan Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Intellectual Property Security Agreements, including, without limitation, its security interest in, and Lien on, the Intellectual Property, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien.
3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new administrative agent for the Term Loan Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Intellectual Property Security Agreements, and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and Lien on, the Intellectual Property to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and Lien on, the Intellectual Property is more fully set forth in the Security Agreement and the Intellectual Property Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

MEDLEY CAPITAL LLC, a Delaware
limited liability company

By:  _____

Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

KAYNE SENIOR CREDIT III LOANCO, LLC

By: _____

Name: Doug Goodwillie

Title: Managing Partner

[SIGNATURE PAGE TO ASSIGNMENT OF IP SECURITY AGREEMENT (PATENT & TRADEMARK)]

TRADEMARK
REEL: 006679 FRAME: 0073

ACCEPTED AND AGREED

as of the date above first written:

GRANTOR:

FRIEDRICH AIR CONDITIONING, LLC,

as Grantor

By:



Name: Bob McGahan

Title: Chief Financial Officer

Schedule I**PATENTS****Registered Patents**

PATENT	PATENT NUMBER	REGIS. DATE	COUNTRY	OWNER INFORMATION
Single Package Vertical Air Conditioning System	6,065,296	05/23/2000	US	Friedrich Air Conditioning, LLC
Room Air Conditioner Grill	D616084	05/18/2010	US	Friedrich Air Conditioning, LLC
Room Air Conditioner and/or Heater	8,752,399	06/17/2014	US	Friedrich Air Conditioning, LLC
Room Air Conditioner and/or Heat Pump	8,640,480	02/04/2014	US	Friedrich Air Conditioning, LLC
Control System for a Room Air Conditioner and/or Heat Pump	9,535,408	01/03/2017	US	Friedrich Air Conditioning, LLC
Apparatus and Method for Installation by Unlicensed personnel of a Pre-Charged, Ductless Heating and Cooling System	8,850,832	10/07/2014	US	Friedrich Air Conditioning, LLC
Method of Constructing a Shell for a Room Air Conditioner/Heat Pump with Good Lateral Strength	8,959,771	02/24/2015	US	Friedrich Air Conditioning, LLC
Variable Refrigerant package	Pending	Pending	US	Friedrich Air Conditioning, LLC
Variable Refrigerant Package	Pending	Pending	US	Friedrich Air Conditioning, LLC
Variable Refrigerant Package	Pending	Pending	US	Friedrich Air Conditioning, LLC
VRP Base-1	Pending	Pending	N/A	Friedrich Air Conditioning, LLC
VRP Base-2	Pending	Pending	N/A	Friedrich Air Conditioning, LLC
VRP Base-3	Pending	Pending	N/A	Friedrich Air Conditioning, LLC
Air Conditioner Base	D790049	6/20/2017	US	Friedrich Air Conditioning, LLC

Air Conditioner Base	D785152	4/25/2017	US	Friedrich Air Conditioning, LLC
Air Conditioner Base	D784503	4/18/2017	US	Friedrich Air Conditioning, LLC

Patent Applications

PATENT	APPLICATION NUMBER	APPLICATION DATE	COUNTRY	OWNER INFORMATION
Variable Refrigerant Package	15835882	12/8/2017	US	Friedrich Air Conditioning, LLC
Variable Refrigerant Package	15835784	12/8/2017	US	Friedrich Air Conditioning, LLC
Variable Refrigerant Package	15835843	12/8/2017	US	Friedrich Air Conditioning, LLC
Variable Refrigerant Package	15380178	12/15/2016	US	Friedrich Air Conditioning, LLC
Variable Refrigerant Package	14975166	12/18/2015	US	Friedrich Air Conditioning, LLC

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	Country	OWNER INFORMATION
FRIEDRICH	72, 436,996	REGISTERED	984,507	05/21/1974	U.S.	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 435/83	REGISTERED	8021	8/22/1983	Bahrain	Friedrich Air Conditioning, LLC

FRIEDRICH	App. 381,666	REGISTERED	213,311	4/15/1976	Canada	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 90026360	REGISTERED	558871	7/02/1990	China	Friedrich Air Conditioning, LLC
FRIEDRICH	App. F 25811/11Wz	REGISTERED	945831	3/25/1975	Germany	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 92- 18239	REGISTERED	11108	12/09/1996	Hong Kong	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 582-82	REGISTERED	B1077/84	3/4/1982	Hong Kong	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 349,295	REGISTERED	349,295B	4/13/1984	India	Friedrich Air Conditioning, LLC

FRIEDRICH	App. 16010	REGISTERED	14989	10/30/1985	Kuwait	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 192173	REGISTERED	496678	7/05/1995	Mexico	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 9928	REGISTERED	N/A	N/A	Oman	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 67314	REGISTERED	67314	5/04/1978	Pakistan	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 7323	REGISTERED	7323	10/24/1990	Puerto Rico	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 563	REGISTERED	115/61	10/22/1985	Saudi Arabia	Friedrich Air Conditioning, LLC
FRIEDRICH	5026/87	REGISTERED	B5026/87	10/14/1987	Singapore	Friedrich Air Conditioning, LLC

FRIEDRICH	Unavailable	REGISTERED	241,526	03/30/1984	Taiwan	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 88209 After 1995 renewal, new numbers assigned: App. 284152	REGISTERED	62600 After 1995 renewal, new numbers assigned: TM38126	8/21/1978	Thailand	Friedrich Air Conditioning, LLC
FRIEDRICH	App. 8285	REGISTERED	4648	5/08/1996	United Arab Emirates	Friedrich Air Conditioning, LLC
Floating Air & Design	74/464,539	REGISTERED	1,875,178	01/24/1995	US	Friedrich Air Conditioning, LLC
Money Saver	73/093,604	REGISTERED	1,070,964	08/09/1977	US	Friedrich Air Conditioning, LLC
TWINTEMP	App. 648,100	REGISTERED	TMA378,565	01/18/1991	Canada	Friedrich Air Conditioning, LLC
HAZARDGARD	73/539,413	REGISTERED	1,370,023	11/12/1985	US	Friedrich Air Conditioning, LLC

HAZARDGARD	App. 648,100	REGISTERED	TMA378,566	1/18/1991	Canada	Friedrich Air Conditioning, LLC
HAZARDGARD	App. 1563821	REGISTERED	1527191	01/07/2015	Mexico	Friedrich Air Conditioning, LLC
HAZARDGARD (word mark)	App. 1566188	REGISTERED	1536536	14-Jan- 2015	Mexico	Friedrich Air Conditioning, LLC
QUIETMASTER	73/507,401	REGISTERED	1,339,108	6/04/1985	US	Friedrich Air Conditioning, LLC
QUIETMASTER	App. 648,099	REGISTERED	TMA378,988	1/25/1991	Canada	Friedrich Air Conditioning, LLC
WALLMASTER (Stylized)	73/695,594	REGISTERED	1,570,776	12/12/1989	US	Friedrich Air Conditioning, LLC
WALLMASTER	App. 648,098	REGISTERED	TMA378,564	1/18/1991	Canada	Friedrich Air Conditioning, LLC

QSTAR	App. 647,759	REGISTERED	TMA381,721	3/15/1991	Canada	Friedrich Air Conditioning, LLC
<i>SMART CENTER</i> (Stylized) The word "SMART" is disclaimed apart from the mark	74/544,797	REGISTERED	1,958,384	2/27/1996	US	Friedrich Air Conditioning, LLC
ZONEAIRE (Word Mark)	73/773,285	REGISTERED	1,550,071	8/01/1989	U.S.	Friedrich Air Conditioning, LLC
ZONEAIRE (Block Letters)	App. 637,691	REGISTERED	TMA384,527	5/17/1991	Canada	Friedrich Air Conditioning, LLC
<i>VERT-I-PAK</i> (Word Mark)	75/304,829	REGISTERED	2,254,203	6/15/1999	US	Friedrich Air Conditioning, LLC
XSTAR	76/293,854	REGISTERED	2,536,679	2/5/2002	US	Friedrich Air Conditioning, LLC
UNI-FIT	76/325,563	REGISTERED	2,650,681	11/12/2002	US	Friedrich Air Conditioning, LLC

KÜHL	77/785217	REGISTERED	3854714	09/28/2010	US	Friedrich Air Conditioning, LLC
KÜHL	1,447,247	REGISTERED	TMA 807,074	09/20/2011	Canada	Friedrich Air Conditioning, LLC
KÜHL	1061386	REGISTERED	1260188	01/12/2012	Mexico	Friedrich Air Conditioning, LLC
<i>f</i> Shield Logo	77/790999	REGISTERED	3854723	09/28/2010	U.S.	Friedrich Air Conditioning, LLC
<i>f</i> Shield Logo	1,447,918	REGISTERED	TMA809,623	10/20/2011	Canada	Friedrich Air Conditioning, LLC
<i>f</i> Shield Logo	12974172	REGISTERED	12974172	07/25/2013	China	Friedrich Air Conditioning, LLC
<i>f</i> Shield Logo	1061388	REGISTERED	1196321	01/12/11	Mexico	Friedrich Air Conditioning, LLC

KÜHL+	77/785222	REGISTERED	3854715	09/28/2010	U.S.	Friedrich Air Conditioning, LLC
KÜHL+	1,447,248	REGISTERED	TMA807,705	09/20/2011	Canada	Friedrich Air Conditioning, LLC
KÜHL+	1061387	REGISTERED	1273155	03/12/12	Mexico	Friedrich Air Conditioning, LLC
ENTRYGARD	85/457,547	REGISTERED	4244621	11/20/2012	U.S.	Friedrich Air Conditioning, LLC
THE INSIDER	87323246	ALLOWED	N/A	N/A	N/A	Friedrich Air Conditioning, LLC
ENTRYGARD	1552410	REGISTERED	TMA822,837	Unavailable	Canada	Friedrich Air Conditioning, LLC
ENTRYGARD	1240264	REGISTERED	1323062	10/25/2012	Mexico	Friedrich Air Conditioning, LLC

DIAMONBLUE ADVANCED CORROSION PROTECTION	1240265	REGISTERED	1289458	01/10/2012	Mexico	Friedrich Air Conditioning, LLC
SUREHOLD FRONT COVER SYSTEM	1240266	REGISTERED	1322578	06/06/2012	Mexico	Friedrich Air Conditioning, LLC
FRIEDRICHLINK	85/545,649	REGISTERED	4270995	01/08/2013	U.S.	Friedrich Air Conditioning, LLC
FRIEDRICHLINK	1569676	REGISTERED	TMA882,838	07/24/2014	Canada	Friedrich Air Conditioning, LLC
CHILL	85/687,388	REGISTERED	4355711	06/18/2013	U.S.	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
CHILL	1636902	REGISTERED	TMA 922,745	12/08/2015	Canada	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
CHILL+	85687393	REGISTERED	4394913	09/03/2013	U.S.	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC

CHILL+	1636903	REGISTERED	TMA893,086	12/30/2014	Canada	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
BREEZE	85/673631	REGISTERED	4316208	04/09/2013	U.S.	Friedrich Air Conditioning, LLC
SIMPLESILL	85673632	REGISTERED	4316209	04/09/2013	U.S.	Friedrich Air Conditioning, LLC
PRECISION INVERTER	86197722	REGISTERED	5003788	07/19/2016	U.S.	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
FRESHHAIRE	86428943	REGISTERED	5037083	09/06/2016	U.S.	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
FRESHHAIRE	1716772	PENDING	N/A	N/A	Canada	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
VRP	86573022	REGISTERED	5027959	08/23/2016	U.S.	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC

VRP	1721004	PENDING	N/A	N/A	Canada	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
VRP	1592652	REGISTERED	1541395	05/26/2015	Mexico	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
DIAMONBLUE ADVANCED CORROSION PROTECTION	N/A	N/A	1552409	N/A	Canada	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
SUREHOLD FRONT COVER SYSTEM.	App. 1552408	N/A	N/A	N/A	Canada	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
ZONEAIRE	0650621	REGISTERED	TMA397,261	04/17/1992	Canada	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
BLUV LIGHT TECHNOLOGY	N/A	N/A	1390502	N/A	Mexico	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
PÜRZONE	1382088	REGISTERED	1396228	09/09/2013	Mexico	Friedrich Air Conditioning, LLC

FRESHAIRE	N/A	N/A	1579289	N/A	Mexico	No Owner Listed. Applicant: Friedrich Air Conditioning, LLC
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