

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engineered Specialties, LLC		07/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHNSON BANK		
Street Address:	100 East Wisconsin Avenue		
Internal Address:	Suite 2400		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	BANKING CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86729453	RAPIDAIR	
Serial Number:	87703044	FASTPIPE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4142775407		
Email:	andrew.dupree@quarles.com		
Correspondent Name:	Andrew Dupree		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 2:	Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Andrew Dupree		
SIGNATURE:	/Andrew Dupree/		
DATE SIGNED:	07/19/2019		
Total Attachments: 5			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Confirmatory Grant of Security Interest in United States Trademarks (the “Confirmatory Grant”), is made as of July 19, 2019, by and between **ENGINEERED SPECIALTIES, LLC**, a Delaware limited liability company (the “Company”), whose principal address is 6111 Mill Creek Drive, Auburndale, Wisconsin 54412 and **JOHNSON BANK**, whose principal address is 100 East Wisconsin Avenue, Suite 2400, Milwaukee, Wisconsin 53202, as administrative agent (the “Secured Party”) for the benefit of the lenders (the “Lenders”) from time to time party to that certain Loan Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Company, **RAPIDAIR ACQUISITION CORP.**, a Delaware corporation, (“Buyer”), **MILL CREEK ENERGY, LLC** a Wisconsin limited liability company (“Mill Creek”; together with the Company and Buyer, collectively, the “Borrowers”), the Secured Party and the Lenders.

WHEREAS, the Borrowers, RapidAir Holdings L.P., a Delaware limited partnership (“Holdings”; together with the Borrowers, collectively, the “Debtors”) and the Secured Party have entered into a Security Agreement as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Debtors have granted to the Secured Party, for the benefit of the Lenders and their affiliates and the Letter of Credit Issuers, a security interest in substantially all of the Debtors’ personal property and assets;

WHEREAS, the Company is the owner of trademarks (the “Trademarks”) all listed on Exhibit A attached hereto, which Trademarks are issued or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of

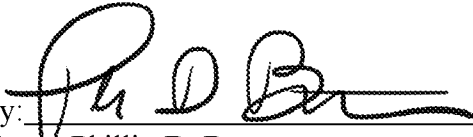
the Obligations, pursuant to the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement in accordance with Section 5.14 thereof. Upon such termination, the Secured Party shall, at the expense of the Company, execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Confirmatory Grant.

(b) The Company hereby grants to the Secured Party, for the benefit of the Lenders and their affiliates and the Letter of Credit Issuers, a security interest in all of the right, title and interest of the Company in and to the Trademark set forth in Exhibit A now owned or hereafter acquired by the Company, together with (1) all proceeds and products of the Trademarks and (2) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Company has executed this Confirmatory Grant effective as of the above-indicated date.

ENGINEERED SPECIALTIES, LLC

By: 
Name: Phillip D. Bronsteatter
Title: Vice President and Secretary

JOHNSON BANK

By: Stephen E. Kalmer
Name: Stephen E. Kalmer
Title: Senior Vice President

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TRADEMARK
REEL: 006698 FRAME: 0635

**EXHIBIT A
TRADEMARKS**

U.S. Trademarks

Owner	Mark	Registration No. and Date	Application No. and Date
Engineered Specialties, LLC	RAPIDAIR	4927141 3/29/16	86729453 8/19/15
Engineered Specialties, LLC	FASTPIPE	N/A	87703044 11/30/17