

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554537

<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>
AIRNOV, INC.		12/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCG SENIOR FUNDING L.L.C., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	520 MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76292516	2 IN 1 CAN	
<b>Serial Number:</b>	76292977	2-IN-1 PAK	
<b>Serial Number:</b>	88644548	AIRNOV	
<b>Serial Number:</b>	88644562	AIRNOV HEALTHCARE PACKAGING	
<b>Serial Number:</b>	78467354	AROMACAN	
<b>Serial Number:</b>	73752489	CONTINU-STRIP	
<b>Serial Number:</b>	77539681	EQ-CAN	
<b>Serial Number:</b>	77539701	EQ-PAK	
<b>Serial Number:</b>	75289441	GETTER CAN	
<b>Serial Number:</b>	72073225	GETTER PAK	
<b>Serial Number:</b>	72177023	GETTER PAK	
<b>Serial Number:</b>	77759932	IDC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8208		
<b>Email:</b>	alana.hernandez@katten.com		
<b>Correspondent Name:</b>	ALANA HERNANDEZ C/O KATTEN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>TRADEMARK</b>			

CH \$315.00 76292516

<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ
<b>SIGNATURE:</b>	/ALANA HERNANDEZ/
<b>DATE SIGNED:</b>	12/23/2019
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 20<sup>th</sup> day of December, 2019, by and between the Grantor listed on the signature page hereof (the “Grantor”) and TCG SENIOR FUNDING L.L.C., in its capacity as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, “Administrative Agent”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 20, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among AIRNOV FINANCE HOLDINGS LLC, a Delaware limited liability company, (“Holdings”), AIRNOV, INC., a Delaware corporation (“Borrower”), the other parties thereto as “Guarantors”, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Subject to Section 2.1 of the Security Agreement, Grantor hereby unconditionally grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following Collateral, whether now owned or hereafter acquired or arising, but in any event excluding any Excluded Property (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I (which schedule lists as of the date hereof only owned U.S. registered material Trademarks (other than internet domain names)), provided that Trademark Collateral shall not include any “intent-to-use” trademark applications filed with the United States Patent and Trademark Office unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Patent and Trademark Office in connection with any such “intent-to-use” trademark applications;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions related to the Administrative Agent's rights and remedies in respect of the Trademark Collateral of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantor's obligations under the Security Agreement, Grantor and Administrative Agent may amend Schedule I to include any future United States registered trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" or ".tif" format) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith, and as otherwise set forth in Section 2.3 of the Security Agreement (“Termination”). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

8. The terms of Sections 12.9 (“Governing Law”) and 12.13 (“Waiver of Jury Trial”) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**AIRNOV, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: David Kantor

Title: Vice President and Secretary

**ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**TCG SENIOR FUNDING L.L.C.**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**AIRNOV, INC.,**

a \_\_\_\_\_

By: \_\_\_\_\_

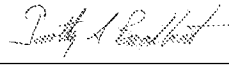
Name:

Title:

**ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**TCG SENIOR FUNDING L.L.C.**

By: 

Name: Tim Broadbent

Title: Managing Director

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

**United States Trademark Registrations/Applications**

<b>Trade Mark</b>	<b>Filing Date</b>	<b>Filing Number</b>	<b>Reg. Date</b>	<b>Reg. Number</b>	<b>Current Status</b>	<b>Grantor</b>
2-IN-1 CAN	31 Jul 2001	76292516	08 Oct 2002	2631117	Registered	Airnov, Inc.
2-IN-1 PAK	31 Jul 2001	76292977	29 Oct 2002	2642348	Registered	Airnov, Inc.
AIRNOV	7 Oct 2019	88644548	--	--	Pending	Airnov, Inc.
AIRNOV HEALTHCARE PACKAGING	7 Oct 2019	88644562	--	--	Pending	Airnov, Inc.
AROMACAN	13 Aug 2004	78467354	06 Jun 2006	3101968	Registered	Airnov, Inc.
COMPATILUS	3 Dec 2018	1454807	3 Dec 2018	1454807	Registered	Airnov, Inc.
CONTINU-STRIP	19 Sep 1988	73752489	23 May 1989	1539923	Registered	Airnov, Inc.
EQ-BAG	12 May 2016	1302383 US79188863	15 Aug 2017	1302383 US5262926	Registered	Airnov, Inc.
EQ-CAN	05-Aug-2008	77539681	12 May 2010	3762150	Registered	Airnov, Inc.
EQ-CAP	12 May 2016	1302384 US79188864	15-Aug-2017	1302384 US5262927	Registered	Airnov, Inc.
EQIUS	06 Feb 2018	1407878 US79234594	9 Apr 2019	1407878 US5718571	Registered	Airnov, Inc.
EQ-PAK	05 Aug 2008	77539701	23 Mar 2010	3762151	Registered	Airnov, Inc.
EQ-STOPPER	27 Jan 2016	1296914 US79186539	18 Jul 2017	1296914 US5243328	Registered	Airnov, Inc.
GETTER CAN	10 May 1997	75289441	28 Jul 1998	2176544	Registered	Airnov, Inc.
GETTER PAK	08 May 1959	72073225	18 Sep 1962	738034	Registered	Airnov, Inc.
GETTER PAK	16 Sep 1963	72177023	08 Jun 1965	790573	Registered	Airnov, Inc.
HAT	02 Mar 2005	0862991 US79015605	12 Sep 2006	0862991 US3142405	Registered	Airnov, Inc.
IDC	15 Jun 2009	77759932	23 Mar 2010	3762586	Registered	Airnov, Inc.
STABLUS	20 Apr 2017	13521497 US79210833	09 Oct 2018	1352149 US5577736	Registered	Airnov, Inc.
VITAPAC	22 Sep 2015	1273924 US79176452	26 Apr 2016	1273924 US4943816	Registered	Airnov, Inc.