

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555896

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b> | FIRST LIEN TRADEMARK SECURITY AGREEMENT |
| <b>SEQUENCE:</b>             | 1                                       |

## CONVEYING PARTY DATA

| Name          | Formerly | Execution Date | Entity Type           |
|---------------|----------|----------------|-----------------------|
| Marvair, Inc. |          | 12/31/2019     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Jefferies Finance LLC, as the Collateral 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            |

## PROPERTY NUMBERS Total: 10

| Property Type        | Number   | Word Mark                      |
|----------------------|----------|--------------------------------|
| Registration Number: | 4689851  | COIL COP                       |
| Registration Number: | 4689850  | COIL COP                       |
| Registration Number: | 2669045  | COMPAC                         |
| Registration Number: | 3868130  | DYNAPACK                       |
| Registration Number: | 2666247  | EUBANK                         |
| Registration Number: | 3755669  | GREENCUBE                      |
| Registration Number: | 2666481  | GREENWHEEL                     |
| Registration Number: | 4838574  | INDUSTRIAL CLIMATE ENGINEERING |
| Registration Number: | 2728803  | MARVAIR                        |
| Serial Number:       | 87304026 | CLASSAIRE                      |

## CORRESPONDENCE DATA

Fax Number:

*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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.

TRADEMARK

|   |                        |
|---|------------------------|
| <b>Address Line 4:</b>  | Washington, D.C. 20005 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1171307 TM IPSA 1      |
| <b>NAME OF SUBMITTER:</b>   | Theresa Volano         |
| <b>SIGNATURE:</b>   | /Theresa Volano/       |
| <b>DATE SIGNED:</b>   | 01/03/2020             |
| <b>Total Attachments: 6</b><br>source=1 Joinder to 1L Trademark Security Agreement - Airxcel - Filing#page2.tif<br>source=1 Joinder to 1L Trademark Security Agreement - Airxcel - Filing#page3.tif<br>source=1 Joinder to 1L Trademark Security Agreement - Airxcel - Filing#page4.tif<br>source=1 Joinder to 1L Trademark Security Agreement - Airxcel - Filing#page5.tif<br>source=1 Joinder to 1L Trademark Security Agreement - Airxcel - Filing#page6.tif<br>source=1 Joinder to 1L Trademark Security Agreement - Airxcel - Filing#page7.tif |                        |

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of December 31, 2019 (this “Agreement”), among Marvail, Inc., a Delaware corporation (the “Grantor”), and Jefferies Finance LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of April 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement, dated as of April 27, 2018 (as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of December 20, 2019, by and among AXL Interim Holdings, Inc., a Delaware corporation (“Holdings”), Airxcel, Inc., a Delaware corporation (“Airxcel” and the “Borrower”), the First Lien Lenders party thereto and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacities, the “Agent”), and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Holdings, the Borrower, the lenders from time to time party thereto (the “First Lien Lenders”) and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and 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 specified in the Security Agreement or the Credit Agreement, as applicable.

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, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law and all proceeds of the foregoing, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”), to the extent the foregoing items constitute Collateral.


SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

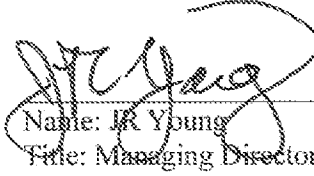
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MARVAIR, INC.

By:   
Name: Matt Lischick  
Title: Vice President

JEFFERIES FINANCE LLC,  
as the Collateral Agent


By:



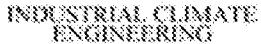
Name: J.R. Young  
Title: Managing Director

**SCHEDULE I**

**TRADEMARKS**

| <b>TM/SN/RN/Disclaimer</b>  | <b>Status/Key Dates</b>   | <b>Full Goods/Services</b>   | <b>Owner</b>     |
|---|---|--|------------------|
| CLASSAIRE<br><br>SN: 87-304026<br>RN: 5,531,100   | Registered:<br>July 31, 2018<br><br>Filed:<br>January 17, 2017  | (Int'l Class: 11) Air conditioners;<br>Heat pumps  | Marvair,<br>Inc. |
| COIL COP<br><br><b>COIL COP</b><br><br>SN:86-162366<br>RN: 4,689,851  | Registered:<br>February 17, 2015<br><br>Int'l Class: 9<br>First Use:<br>January 21, 2014<br>Filed:<br>January 10, 2014<br>Published:<br>June 10, 2014<br>Allowed:<br>August 5, 2014 | (Int'l Class: 9) Theft deterrent<br>system comprised of electronic<br>alarm circuit, alarm sensors and<br>alarm siren for air conditioners<br>and heat pumps | Marvair,<br>Inc. |
| COIL COP and Design<br><br><br><br>SN:86-162345<br>RN: 4,689,850 | Registered: February 17,<br>2015<br><br>Int'l Class: 9<br>First Use: January 21,<br>2014<br>Filed:<br>January 10, 2014<br>Published:<br>June 10, 2014<br>Allowed: August 5,<br>2014 | (Int'l Class: 9) Theft deterrent<br>system comprised of electronic<br>alarm circuit, alarm sensors and<br>alarm siren for air conditioners<br>and heat pumps | Marvair,<br>Inc. |

| TM/SN/RN/Disclaimer   | Status/Key Dates  | Full Goods/Services   | Owner            |
|---|---|---|------------------|
| COMPAC<br><br>SN:76-388944<br>RN:2,669,045                            | Renewed<br>December 31, 2012<br><br>Int'l Class: 11<br>First Use:<br>April, 1987<br>Filed:<br>March 28, 2002<br>Published:<br>October 8, 2002<br>Registered:<br>December 31, 2002                                     | (Int'l Class: 11) Air conditioners  | Marvair,<br>Inc. |
| DYNAPACK<br><br><b>DYNAPACK</b><br><br>SN:77-652268<br>RN:3,868,130   | Registered 8 & 15<br>March 4, 2016<br><br>Int'l Class: 11<br>First Use:<br>June 24, 2010<br>Filed:<br>January 19, 2009<br>Published:<br>May 5, 2009<br>Allowed:<br>July 28, 2009 Registered<br>October 26, 2010       | (Int'l Class: 11) Packaged air<br>conditioner and gas heater for<br>indoor wall-mounting              | Marvair,<br>Inc. |
| EUBANK<br>RN: 2,666,247   | Renewed<br><br>Filed: February 4, 2002<br>Registered: December<br>24, 2002  | (Int'l Class: 11) Heating and air<br>conditioning units and parts<br>therefor sold together as a unit | Marvair,<br>Inc. |
| GREENCUBE<br><br><b>GREENCUBE</b><br><br>SN:77-585938<br>RN:3,755,669 | Registered 8 & 15<br>April 2, 2015<br><br>Int'l Class: 11<br>First Use:<br>October 7, 2009<br>Filed:<br>October 6, 2008<br>Published:<br>February 24, 2009<br>Allowed:<br>May 19, 2009<br>Registered<br>March 2, 2010 | (Int'l Class: 11) Energy recovery<br>ventilators for hvac units                                       | Marvair,<br>Inc. |

| TM/SN/RN/Disclaimer   | Status/Key Dates   | Full Goods/Services   | Owner                |
|---|--|---|----------------------|
| <p>GREENWHEEL</p> <p>SN:76-388943<br/>RN:2,666,481</p>  | <p>Renewed<br/>December 24, 2012</p> <p>Int'l Class: 11<br/>First Use:<br/>June, 1993<br/>Filed:<br/>March 28, 2002<br/>Published:<br/>October 1, 2002<br/>Registered:<br/>December 24, 2002</p> | <p>(Int'l Class: 11) Energy recovery ventilator</p>   | <p>Marvair, Inc.</p> |
| <p>INDUSTRIAL CLIMATE ENGINEERING</p> <p></p> <p>SN:86-308246<br/>RN: 4,838,574</p> <p>SUPPLEMENTAL REGISTER</p> | <p>Registered: October 20, 2015</p> <p>Int'l Class: 11<br/>First Use: January 26, 2015<br/>Filed:<br/>June 12, 2014</p>  | <p>(Int'l Class: 11) Air conditioners</p>   | <p>Marvair, Inc.</p> |
| <p>MARVAIR</p> <p>SN:76-388942<br/>RN:2,728,803</p>   | <p>Renewed<br/>June 24, 2013</p> <p>Int'l Class: 9, 11<br/>First Use:<br/>1975<br/>Filed:<br/>March 28, 2002<br/>Published:<br/>April 1, 2003<br/>Registered:<br/>June 24, 2003</p>              | <p>(Int'l Class: 9) Thermostats and electronic controls for use with air conditioners<br/>(Int'l Class: 11) Air conditioners and heat pumps</p> | <p>Marvair, Inc.</p> |