

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574394

<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>
PORTACOOOL, LLC		04/29/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Avenue, 8th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5214444	WHEN COMFORT COUNTS	
<b>Registration Number:</b>	4776588	KUUL	
<b>Registration Number:</b>	4901787	PORTACOOOL	
<b>Registration Number:</b>	5179265	PORTACOOOL	
<b>Registration Number:</b>	3768753	JETSTREAM	
<b>Registration Number:</b>	2514195	PORT-A-COOOL	
<b>Registration Number:</b>	2514196	PORT-A-COOOL	
<b>Registration Number:</b>	3742206	BE COOL, THINK GREEN	
<b>Serial Number:</b>	88641216	KUUL REVOLUTION FIRETECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		

CH \$240.00 5214444

<b>ATTORNEY DOCKET NUMBER:</b>	13312-613
<b>NAME OF SUBMITTER:</b>	Nancy Graham
<b>SIGNATURE:</b>	/Nancy Graham/
<b>DATE SIGNED:</b>	04/30/2020

**Total Attachments: 13**

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April 29, 2020

TRADEMARK SECURITY AGREEMENT

WHEREAS, PORTACOOOL, LLC, a Delaware limited liability ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Intellectual Property Security Agreement dated as of November 1, 2016 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those listed on Schedule 1 hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (the "Trademarks");

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, including, without limitation, those listed on Schedule 1 hereto; (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof; and (c) all rights to sue for past, present, and future breaches thereof (the "Licenses"); and

(3) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 of which are incorporated by reference herein as if fully set forth herein.

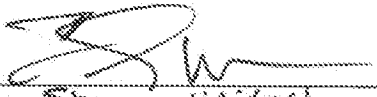
[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

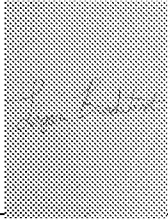
**GRANTOR:**

PORTACOOOL, LLC

By:   
Name: Stacey Wifesh  
Title: Director, Finance & Accounting

**SECURED PARTY:**

JPMORGAN CHASE BANK, N.A



By: \_\_\_\_\_  
Logan Bradstreet, Authorized Officer

Schedule 1  
to Trademark  
Security Agreement

See Attached

**PORTACCOOL, LLC**  
**TRADEMARK TRACKING CHART**  
**ACTIVE ASSETS ONLY**  
**APRIL, 2020**

<b>ID REF. NO.</b>	<b>MARK</b>	<b>Country</b>	<b>REGISTRANT</b>	<b>REG. NO./ REG. DATE</b>	<b>APPLN. NO./ APPLN. DATE</b>	<b>GOODS/SERVICES</b>	<b>STATUS</b>	<b>NOTES</b>
POR00027-BR	PORT-A-COOL	Brazil	Port-A-Cool, LLC	821260383 4/23/2002	821,260,383 12/10/1998	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	Renewal due 4/23/2022 Renewed 2/4/2016
POR00041-CO	PORT-A-COOL	Colombia	Port-A-Cool, LLC	408454 9/16/2010	2010,001,433 1/7/2010	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	Renewal due 9/16/2020 Allow to lapse per email from client 5-16-2018.
POR00041-PY	PORT-A-COOL	Paraguay	Port-A-Cool, LLC	405,299 10/24/2015 405,300 10/24/2014	16977/2013 04/19/2013 16978/2013 4/19/2013	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	Renewal due 10/24/2024 Allow to lapse per email from client 5-16-2018.
POR00041-VZ	PORT-A-COOL	Venezuela	Port-A-Cool, LLC	P303332 3/26/2010	19608-08 10/2/2008	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	Renewal due 3/26/2025 Allow to lapse per email from client 5-16-2018.
POR00046-CA	PORT-A-COOL	Canada	Port-A-Cool, LLC	529,777 6/27/2000	889,634 9/8/1998	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	Renewal due 6/27/2030 Allow to lapse per email from client 5-16-2018.

**TRADEMARK**

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JP REF. NO.	MARK	Country	REGISTRANT	REG. NO./ REG. DATE	APPL. NO./ APPLN. DATE	GOODS/SERVICES	STATUS	NOTES
POR00048-JP	PORT-A-COOL	Japan	Port-A-Cool, LLC	4384040 5/19/2000	HEI.10-90642 10/20/1998	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	Renewal due 5/19/2020  Allow to lapse per email from client 5-16-2018.
POR00053	WHEN COMFORT COUNTS	US	Portacool, LLC	5214444 5-30-2017	86/446,750 11/6/2014	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	8/15/ Affidavit due 05/30/2022
POR00054	KUUL	US	Port-A-Cool, LLC	4,776,588 7/21/2015	86/461,745 11/21/2014	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units	Registered	8/15 Affidavit due 7/23/2020
POR00055	PORTACOOOL	US	Portacool, LLC	4,901,787 2/16/2016	86/695,624 7/16/2015	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	8/15 Affidavit due 2/16/2021
POR00055-AE	PORTACOOOL	United Arab Emirates	Portacool, LLC	281070 05/10/2018	281070 10-15-2017	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 10/15/2027.
POR00055-AU	PORTACOOOL	Australia		1908666 Int'l Regist. # 1389808 2/22/2018	1908666	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered 07/29/2019	Renewal due 09/20/2026-09/20/2027.

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JP REF. NO.	MARK	Country	REGISTRANT	REG. NO./ REG. DATE	APPLN. NO./ APPLN. DATE	GOODS/SERVICES	STATUS	NOTES
POR00055-BR	PORTACCOOL	Brazil	Portacool, LLC	915082780 5/21/2019	t/b/d	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal fee due 5-21-2029.
POR00055-CA	PORTACCOOL	Canada	Portacool, LLC	TMA10149 66 2/12/2019	1,796,019 08/16/2016	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 2034
POR00055-CN	PORTACCOOL	China	Portacool, LLC	1389808 02/22/2018		Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 02/22/2027
POR00055-ES	PORTACCOOL	Spain	Portacool, LLC			Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith		Awaiting action.
POR00055-MP	PORTACCOOL	Madrid Protocol	Portacool, LLC	1389808	US 86695624 09/21/2017 Int'l Registration # 1389808 2/22/2018	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Certified and forwarded to International Bureau	Designated countries: Australia, China, Spain, Mexico, Oman, Turkey

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POR00055-MY	PORTACCOOL	Malaysia	Portacool, LLC	2016062277 6/11/2018	2016062277 07/04/2016	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal on 7-4-2026.
POR00055-OM	PORTACCOOL	Oman	Portacool, LLC	1389808 3/19/2019	1389808 02/22/2018	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 2/22/2028.
POR00055-QA	PORTACCOOL	Qatar	Portacool, LLC	114947 08/08/2019	114947 6-1-2017	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 05/31/2027
POR00055-SA	PORTACCOOL	Saudi Arabia	Portacool, LLC			Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Pending	Name change pending. Published 3/21/2018 and 4/1/2018.
POR00055-TW	PORTACCOOL	Taiwan	Portacool, LLC	01897954 02-16-2018	106029709 5-17-2017	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 02-15-2028.

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JP REF. NO.	MARK	Country	REGISTRANT	REG. NO./ REG. DATE	APPLN. NO./ APPLN. DATE	GOODS/SERVICES	STATUS	NOTES
POR00055-ZA South Africa	PORTACOOOL	South Africa	Portacool, LLC	2016/18175 7-1-2016	2016/18175 07/01/2016	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 07/01/2025.
POR00055-TR	PORTACOOOL	Turkey	Portacool, LLC	1389808 11-30-2018	1389808 2-22-2018	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use as well as user manuals sold therewith	Registered	Renewal due 2-22-2028.
POR00056	PORTACOOOL (stylized A)	US	Portacool, LLC	5179265 4-11-2017	86/918,904 02/25/2016	Cooling devices; evaporative coolers	Registered	8/15 affidavit due on 04/11/2022.
POR00070 - CA	JETSTREAM	Canada	Port-A-Cool, LLC	812,152 11/18/2011	1,439,055 5/22/2009	Evaporative air cooling units for industrial, entertainment, commercial, domestic and agricultural use, as well as user manuals	Registered	Renewal due 11/18/2026
POR00070	JETSTREAM	US	Port-A-Cool, LLC	3,768,753 3/30/2010	77/622,029 11/25/2008	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Registered	Renewal due on 03/30/2020 Mark to be abandoned by not filing renewal
POR00071	KUUL REVOLUTION FIRETECH	US	Portacool, LLC		886412216 10/3/2019	Evaporative cooling media, namely, filters and pads, for use with evaporative cooling systems	Pending	Notice of Allowance dated 04/21/2020; Statement of Use due 10/21/2020.

JP REF. NO.	MARK	Country	REGISTRANT	REG. NO./ REG. DATE	APPLN. NO./ APPLN. DATE	GOODS/SERVICES	STATUS	NOTES
POR00160-AU	KÜÜL	Australia	Port-A-Cool, LLC	1589695 7/2/2014	1589695 11/6/2013	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units	Registered	Renewal due 11/6/2023. Allow to lapse per client email of 06-29-2018.
POR00160-BR	KÜÜL	Brazil	Port-A-Cool, LLC	830119329 8/16/2011	830119329 11/28/2008	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units	Registered	Renewal due 7/30/2021. Allow to lapse per client email of 06-29-2018.
POR00160-VN	KÜÜL	Vietnam	Port-A-Cool, LLC	247798 7/8/2015	4-2013-26983 11/14/2013	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units	Registered	Expires 11/14/2023. Allow to lapse per client email of 06-29-2018.
POR00161-PH	KUUL	Philippines	Port-A-Cool, LLC	4-2017-007386 9/22/2017	42017007386 5/15/2017	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units	Registered	3 <sup>rd</sup> Declaration of Actual Use due 5-15/2020. 5 <sup>th</sup> Declaration of Actual Use due 9-22-2022 to 9-22-2023. Renewal due 9-22-2027.
POR00250	PORT-A-COOL DESIGN	US	Port-A-Cool, LLC	2,514,195 12/4/2001	75/909,920 2/4/2000	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, and manuals for use therewith, sold as a unit, in Class 11	Registered	Renewal due 12/4/2020.

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JP REF. NO.	MARK	Country	REGISTRANT	REG. NO./ REG. DATE	APPLN. NO./ APPLN. DATE	GOODS/SERVICES	STATUS	NOTES
POR00251	PORT-A-COOL DESIGN	United States	Port-A-Cool, LLC	2,514,196 12/04/01	75/909,923 02/04/2000	Retail store services featuring evaporative cooling units; providing retail services featuring evaporative cooling units by means of a global computer network. in Class 35	Registered	Renewal due 12/04/2020; Instructed to cancel
POR00440-CA	CYCLONE	Canada	Port-A-Cool, LLC	TMA809,319 10/18/2011	1,439,054 5/22/2009	Evaporative air cooling units for industrial, entertainment, commercial, domestic and agricultural use, as well as user manuals.	Registered	Renewal due 10/18/2026
POR00440-CN	CYCLONE	China	Port-A-Cool, LLC	7420534 1/7/2011	7420534 5/25/2009	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use.	Registered	Renewal due 1/6/2021
POR00450	BE COOL, THINK GREEN	US	Port-A-Cool, LLC	3742206 1/26/2010	777/64,324 6/19/2009	Cooling units for industrial, entertainment, commercial, domestic and agricultural use, as well as user manuals and product literature sold together as a unit therewith. (Int. Class 011)  Retail store services featuring cooling products; providing retail services cooling products by means of a global computer network. (Int. Class 035)	Registered	Renewal drop deadline: 07/26/2020. Instructed to cancel.
POR00460-CN	KUULAIRE	China	Port-A-Cool, LLC	7494247 1/28/2011	7494247 6/24/09	Evaporative air cooling units for industrial, entertainment, commercial, domestic and agricultural use. (Int. class 11)	Registered	Renewal due 1/27/2021

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JD REF. NO.	MARK	Country	REGISTRANT	REG. NO./ REG. DATE	APPLN. NO./ APPLN. DATE	GOODS/SERVICES	STATUS	NOTES
POR00530-CA	PORT-A-COOL HURRICANE	Canada	Port-A-Cool, LLC	TMA90899 0 20/07/2015	1,590,898 8/21/2012	Evaporative air cooling units for industrial, entertainment, commercial, domestic and agricultural use, as well as user manuals sold therewith (Int'l class 11)	Registered	Renewal due 20/07/2025.
POR00530-CN	PORT-A-COOL HURRICANE	China	Port-A-Cool, LLC		11378356 8/21/2012	Evaporative air cooling machine for industrial, entertainment, commercial, domestic and agricultural use (Int'l class 11)	Registered	Renewal due 1/20/2021

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**RECORDED: 04/30/2020**