

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Robinson Fans Holdings, Inc.		04/28/2020	Corporation: DELAWARE
Robinson Fans, Inc.		04/28/2020	Corporation: PENNSYLVANIA
Robinson Fans Service & Equipment Company, Inc.		04/28/2020	Corporation: FLORIDA
Robinson Fans West, Inc.		04/28/2020	Corporation: UTAH
Robinson Machine Company		04/28/2020	Corporation: FLORIDA
Robinson Fans Abilene, Inc.		04/28/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	310 Grant Street, PIT25
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3923614	ROBINSON FANS R ON THE MOVE FOR OVER 100
Registration Number:	4092706	ROBINSON
Registration Number:	3852444	R ROBINSON
Registration Number:	0860568	R

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 4125621637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 501 Grant Street

Address Line 2: Suite 200

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

TRADEMARK

ATTORNEY DOCKET NUMBER:	0070751-000172
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	04/30/2020

Total Attachments: 15

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT is executed the 28th day of April, 2020 (the "Effective Date"), and made by **ROBINSON FANS HOLDINGS, INC.**, a Delaware corporation ("Robinson Fans Holdings"), **ROBINSON FANS, INC.**, a Pennsylvania corporation ("Robinson Fans"), **ROBINSON FANS SERVICE & EQUIPMENT COMPANY, INC.**, a Florida corporation ("Robinson Service & Equipment"), **ROBINSON FANS WEST, INC.**, a Utah corporation ("Robinson West") **ROBINSON MACHINE COMPANY**, a Florida corporation ("Robinson Machine"), **ROBINSON FANS ABILENE, INC.**, a Texas corporation ("Robinson Abilene" together with Robinson Fans Holdings, Robinson Fans, Robinsons Service and Equipment, Robinson West, and Robinson Machine, and together with and any other Person who may hereafter become a grantor hereunder, each a "Grantor" and collectively, the "Grantors") in favor **THE HUNTINGTON NATIONAL BANK** (the "Lender") (this "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof, by and among the Borrowers and the Lender (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), (i) the Lender has agreed to extend credit to the Borrowers and (ii), in furtherance thereof, each Grantor has agreed, among other things, to grant to the Lender a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations for the purposes of securing the Obligations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Incorporation of the Credit Agreement. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the

foregoing patents and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the U.S. Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) - (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

5. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a Lien in all of such Grantor's right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof but expressly excluding any and all license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses, now

or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

6. Exclusions from Liens and Restrictions on Future Security Interests.

(i) Notwithstanding the grants and conveyances of the Grantors in Paragraphs 2, 3, 4 and 5 above, such grants and conveyances shall not include (i) any application to register any trademark, service mark or other mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark and (ii) Licenses for Patents, Trademarks and Copyrights where Grantor is a licensee under any such License and such License or applicable law with respect thereto prohibits the pledge of Grantor's rights under the same.

(ii) Each Grantor agrees that until the Obligations shall have been Paid in Full and the Credit Agreement shall have been terminated, such Grantor will not enter into any other agreement granting any Lien or security interest in or relating to the Patents, Licenses, Trademarks or Copyrights, other than Permitted Encumbrances or as otherwise permitted by the Loan Documents, and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control or fail to take any action which would affect the validity or enforcement of the rights granted to the Lender under this Security Agreement.

7. Patents, Licenses, Trademarks and Copyrights. Each Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of such Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights owned as of the date hereof by such Grantor that are necessary to own and operate such Grantor's properties and to carry on its business as conducted as of the date hereof. Each Grantor hereby authorizes the Lender as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, of such Grantor under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or U.S. Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to Lender that, except as otherwise set forth in the schedules hereto:

(a)

(i) The Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) Such Grantor is the owner of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement (A) does not violate and is not in contravention of any other agreement to which such Grantor is a party or any judgment or decree by which such Grantor is bound in any material respect and (B) does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound, except such that have been obtained or made; ;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, shop rights and covenants not to sue third persons, except for Permitted Encumbrances or as may be otherwise set forth in the Loan Documents; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally. Except as could not reasonably be expected to result in a Material Adverse Effect, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses that has not been cured or waived during any applicable period set forth therein.

(b) Each Grantor hereby authorizes the United States Patent and Trademark Office and the U.S. Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Lender following the occurrence and during the continuance of an Event of Default as the grantee of the pledge of such Grantor's entire interest.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Lender of all the Patents, Licences, Trademarks and Copyrights of such Grantor as described above shall be worldwide (subject to the terms of any license) and without any liability for royalties or other related charges from the Lender to such Grantor. This Security Agreement, the security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the date of expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the date upon which the Obligations have been Paid in Full and the Credit Agreement has been terminated. Upon the termination of this Security Agreement pursuant to the preceding sentence, the Lender shall promptly file or record such documents and instruments (including termination statements) as shall be necessary or reasonably requested by the Grantors to release the Liens granted hereunder.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Lender and any Loan Party pursuant to which the Obligations or any part thereof is

issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part unless such refinancing or refunding results in the Payment in Full of the Obligations, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any Grantor, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of any Grantor hereunder, would or might otherwise be released or discharged. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Lender.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Lender, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the Effective Date or thereafter, in each case, that are necessary to own and operate such Grantor's properties and to carry on its business as conducted on the date hereof until the Obligations shall have been Paid in Full and the Credit Agreement shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, and, in each case, that are necessary to own and operate such Grantor's properties and to carry on its business as conducted on the date hereof, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, in each case, that are necessary to own and operate such Grantor's properties and to carry on its business as conducted on the date hereof and in accordance with its customary practices in the ordinary course of business, and (iv) to take all steps necessary to ensure that the Copyrights that are necessary to own and operate such Grantor's properties and to carry on its business as conducted on the date hereof do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright, in each case that are necessary to own and operate such Grantor's properties and to carry on its business as conducted on the date hereof

12. Financing Statements; Documents. Each Grantor hereby authorizes the Lender to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable law in form satisfactory to the Lender and the Grantors will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Lender. The Grantors will execute and deliver to the Lender from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or U.S. Copyright Office, as the Lender may require for the purpose of confirming the Lender's security interest in the Patents, Licenses, Trademarks and Copyrights contemplated by this Agreement.

13. Rights of the Grantors and/or the Lender to Sue. Each Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of such Grantor with or without the Lender's participation. If requested by a Grantor, the Lender shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. Following the occurrence and during the continuance of an Event of Default, the Lender shall have the same rights, if any, as the applicable Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of such Grantor that are necessary to own and operate such Grantor's properties and to carry on its business as conducted on the date hereof, and any licenses thereunder, and, if the Lender shall commence any such suit, such Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and such Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Paragraph 13 (including reasonable and documented fees of counsel).

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon Payment in Full of the Obligations and termination of the Credit Agreement, this Security Agreement shall terminate automatically and be of no further force and effect and at the request of the Grantors, the Lender shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Lender to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

15. Waivers. No course of dealing between or among the Loan Parties and the Lender nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction,

then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Lender's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of law provisions thereof.

21. Notices. All notices, statements, requests and demands and other communications given to or made upon the Grantors or the Lender in accordance with the provision of this Agreement shall be given or made as provided in Section 14.6 of the Credit Agreement.


22. Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute one and the same instrument and shall be binding upon each of the parties to this Security Agreement as fully and completely as if all had signed the same instrument. Any signature to this Security Agreement delivered by a party by email transmission shall be deemed to be an original signature hereto.

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**[SIGNATURE PAGE – PATENT TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT]**

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement as a documenter under seal, to be effective as of the Effective Date.


**ROBINSON FANS HOLDINGS, INC.
ROBINSON FANS, INC.
ROBINSON FANS SERVICE & EQUIPMENT
COMPANY, INC.
ROBINSON FANS WEST, INC.
ROBINSON MACHINE COMPANY
ROBINSON FANS ABILENE, INC.**

By:  (SEAL)
Name: Douglas K. Bollinger
Title: Chief Financial Officer of each of the above
entities

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ROBINSON FANS WEST, INC.
ROBINSON MACHINE COMPANY
ROBINSON FANS ABILENE, INC.**

By  (SEAL)
Name: Douglas K. Bollinger
Title: Chief Financial Officer of each of the above
entities

**[SIGNATURE PAGE – PATENT TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT]**

THE HUNTINGTON NATIONAL BANK

By:  _____
Name: Kevin Rich
Title: Vice President

SCHEDULE A

PATENTS

1. U.S. Patent Registrations:

NONE

SCHEDULE B

TRADEMARKS/TRADE NAMES

1. U.S. Trademark Registrations:

<u>Owner</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Status</u>
Robinson Fans Holdings, Inc.	3,923,614	R	2/22/2011	Live
Robinson Fans Holdings, Inc.	4,092,706	Robinson	1/31/2012	Live
Robinson Fans Holdings, Inc.	3,852,444	Stylized R with Robinson design	9/28/2010	Live
Robinson Fans Holdings, Inc.	0,860,568	R	11/19/1968	Live

2. U.S. Trademark Applications:

NONE.

3. Trade Names, Corporate Names:

Robinson Fans Holdings, Inc.

Robinson Fans, Inc.

Robinson Subsidiary, Inc.

Robinson Industries, Inc.

Robinson Fans Florida, Inc.

Robinson Fans Service & Equipment Company, Inc.

Robinson Fans West, Inc.

Robinson Fans Abilene, Inc.

Robinson Service

Robinson Machine Company

SCHEDULE C

COPYRIGHTS

NONE

SCHEDULE D

LICENSES

NONE