

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIRXCHANGE, INC.		09/09/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4262634	AIRX	
Registration Number:	3279346	AIRXCHANGE	
Registration Number:	3161616	AIRXCHANGE	
Registration Number:	2020425		
Serial Number:	88775782	AIRXWEB	
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>			
Email:	TMAtlanta@seyfarth.com		
Correspondent Name:	Julia K. Sutherland		
Address Line 1:	233 S. WACKER DRIVE, SUITE 8000		
Address Line 4:	CHICAGO, ILLINOIS 60606-6448		
ATTORNEY DOCKET NUMBER:	058550.000077		
NAME OF SUBMITTER:	Julia K. Sutherland		
SIGNATURE:	/Julia K. Sutherland/		
DATE SIGNED:	09/15/2020		
Total Attachments: 8			

CH \$140.00 4262634

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 9, 2020, by AIRXCHANGE, INC., a Massachusetts corporation (the “Company”; and together any other Person that becomes a Grantor as provided herein, the “Grantors” and each, a “Grantor”), in favor of CIBC Bank USA, in its capacity as administrative agent for the benefit of the financial institutions (the “Lenders”) that are parties to the Credit Agreement referenced below from time to time (in such capacity, the “Administrative Agent”).

RECITALS

A. Each Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Each Grantor has entered into an Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to

in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral") provided that in no event shall any security interest be granted with respect to any property expressly excluded from the definition of "Collateral" pursuant to the terms of the Guaranty and Collateral Agreement.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

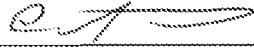
This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall be deemed to be originals.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AIRXCHANGE, INC.

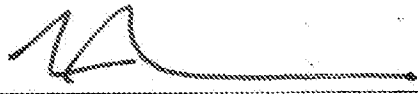
By: 

Aaron J. VanGetson
Vice President

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____





Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007051 FRAME: 0772

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT


U.S. Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration No.</u>	<u>Status</u>
AIRX	United States of America	85570710	4262634	Issued
AIRXCHANGE	United States of America	78525433	3279346	Issued
	United States of America	78525450	3161616	Issued
	United States of America	74714587	2020425	Issued

U.S. Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration No.</u>	<u>Status</u>
AIRXWEB	United States of America	88775782		Application

Non-U.S. Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration No.</u>	<u>Status</u>
	European Union Intellectual Property Office	002392330	002392330	Registered
AIRX	European Union Intellectual Property Office	002390771	002390771	Registered

Non-U.S. Trademark Applications - None

Common Law Trademarks

N/A

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
09523352	6408932	HEAT EXCHANGER HAVING HIGH MOISTURE TRANSFER CAPABILITY IN HIGH RELATIVE HUMIDITY AIR	3/10/00	Issued	United States of America	3/10/20
09679116	6892795	EMBOSSSED REGENERATOR MATRIX FOR HEAT EXCHANGER	10/4/00	Issued	United States of America	10/4/20

U.S. Patent Applications - None

Non-U.S. Patent Registrations

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
2008133993	2427065	IMPROVEMENTS IN SYSTEM AND FOR METHOD OF ROTATING WHEELS IN ROTARY AIR-TO-AIR ENERGY RECOVERY AND DESICCANT DEHUMIDIFICATION SYSTEMS	1/19/07	Issued	Russian Federation	1/19/27
200780009065.0	700780009065.0	IMPROVEMENTS IN SYSTEM AND FOR METHOD OF ROTATING WHEELS IN ROTARY AIR-TO-AIR ENERGY RECOVERY AND DESICCANT DEHUMIDIFICATION SYSTEMS	1/19/07	Issued	China	1/19/27

Non-U.S. Patent Applications

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
PCT/US11/049900		Multi-pathway air transfer, thermal energy exchange system	8/31/11		WIPO	8/31/31
PCT/US07/001556		IMPROVEMENTS IN SYSTEM FOR AND METHOD OF ROTATING WHEELS IN ROTARY AIR-TO-AIR ENERGY RECOVERY AND DESICCANT DEHUMIDIFICATION SYSTEMS	1/19/07		WIPO	1/19/27