

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610726

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RoboVent Acquisition, Inc.		11/24/2020	Corporation: DELAWARE
Viskon-Aire Corporation		11/24/2020	Corporation: DELAWARE
RoboVent Products Group, Inc.		11/24/2020	Corporation: DELAWARE
Permatron Corporation		11/24/2020	Corporation: ILLINOIS
D-Mark, Inc.		11/24/2020	Corporation: MICHIGAN
Air Filters, Inc.		11/24/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 West Monroe St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3166311	THE CARBON FILTER SPECIALISTS
Registration Number:	2702871	A BREATH OF FRESH AIR
Registration Number:	1794223	ADSORBALL
Registration Number:	1663773	ODOR GUARD
Registration Number:	1551807	CARBONWEB
Registration Number:	1695955	ACCUMULATOR CHAMBER
Registration Number:	2394735	DURALOFT
Registration Number:	1385894	DUST EATER
Registration Number:	4554569	HAILSTOP
Registration Number:	1907240	LIFESTYLE
Registration Number:	5086194	MAGNAMOUNT
Registration Number:	2120605	PERMA-COOL
Registration Number:	2970438	PERMAFLO
Registration Number:	1098043	PERMATRON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2899905	PREVENT
Registration Number:	764676	VISKON-AIRE
Registration Number:	5132034	DELTA3
Registration Number:	5104336	EPAD
Registration Number:	5104283	ETELL
Registration Number:	5503882	FORGET ABOUT YOUR DUST COLLECTOR
Registration Number:	5105063	FUSION
Registration Number:	4436055	FUSION 3
Registration Number:	5099944	IMPROVING LIVES THROUGH CLEAN AIR
Registration Number:	5381734	PROCUBE
Registration Number:	4767323	RMO TECHNOLOGY
Registration Number:	2594228	ROBOVENT
Registration Number:	5230737	ROBOVENT EQ
Registration Number:	4816919	ROBOVENT ICE
Registration Number:	3150595	ROBOVENT WELDPRO
Registration Number:	4626226	VENTBOSS
Registration Number:	5277441	VISTA360
Registration Number:	4713627	WELD STRONG BREATHE FREE
Registration Number:	5149586	WELDPRO
Registration Number:	5100500	WELDVENT
Registration Number:	3601665	CLARION
Registration Number:	5210736	DELTAGATE
Registration Number:	4344534	PERFORMANCE WORKSPACE
Registration Number:	3650499	PLASER
Registration Number:	5016502	SPIRE
Registration Number:	4770269	THE LEADER IN CLEAN AIR. GUARANTEED SOLU
Registration Number:	4425412	VENTMAPPING
Registration Number:	5077080	ROBOVENT EXTRACTOR

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: 2128192511

Email: iprecordations@whitecase.com

Correspondent Name: Kate Andes

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1785638-0072-CM65

NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	11/24/2020
Total Attachments: 10 source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page1.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page2.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page3.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page4.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page5.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page6.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page7.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page8.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page9.tif source=Rensa - Intellectual Property Security Agreement (Patents and Trademarks) Executed#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of November 24, 2020 between each of the signatories hereto (collectively, the “Grantors” and each, individually, a “Grantor”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of November 24, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisionals, continuations-in-part, reexaminations, revisions or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

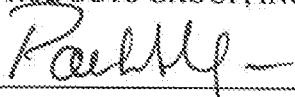
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

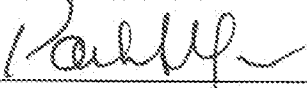
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IN WITNESS WHEREOF, each Borrower and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ROBOVENT ACQUISITION, INC.
ROBOVENT PRODUCTS GROUP, INC.

By: 
Name: Paul A. Meyer
Title: Secretary

VISKON-AIRE CORPORATION


By: 
Name: Paul A. Meyer
Title: Chief Executive Officer

PERMATRON CORPORATION
D-MARK, INC.

By: 
Name: Paul A. Meyer
Title: Chief Financial Officer

Immediately following the consummation of the
Air Filters Acquisition (as defined in the Credit Agreement):


AIR FILTERS, INC.

By: 
Name: Paul A. Meyer
Title: Chief Financial Officer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007114 FRAME: 0832

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: David Sneddon
Title: Vice President



[Rensa - Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007114 FRAME: 0833

Schedule 1

Trademarks and Trademark Applications

Grantor	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
Air Filtration Holdings, LLC	None.					
Rensa Filtration, Inc.	None.					
Air Filters, Inc.	None.					
D-Mark, Inc.	THE CARBON FILTER SPECIALISTS	Registered	78/539,614	December 29, 2004	3,166,311	October 31, 2006
D-Mark, Inc.	A BREATH OF FRESH AIR	Registered	75/835,756	October 29, 1999	2,702,871	April 1, 2003
D-Mark, Inc.	ADSORBALL	Registered	74/203,912	September 16, 1991	1,794,223	September 21, 1993
D-Mark, Inc.	ODOR GUARD <i>OdorGuard Filters</i>	Registered	74/010,765	December 14, 1989	1,663,773	November 5, 1991
D-Mark, Inc.	CARBONWEB	Registered	73/705,267	January 12, 1988	1,551,807	August 15, 1989
Permatron Corporation	ACCUMULATOR CHAMBER	Registered	74/193,604	August 12, 1991	1,695,955	June 23, 2012
Permatron Corporation	DURALOFT	Registered	75/565,115	October 5, 1998	2,394,735	October 17, 2000
Permatron Corporation	DUST EATER	Registered	73/536,317	May 7, 1985	1,385,894	March 11, 1986
Permatron Corporation	HAILSTOP	Registered	85/930,123	May 13, 2013	4,554,569	June 24, 2014
Permatron Corporation	LIFESTYLE	Registered	74/514,080	April 19, 1994	1,907,240	July 25, 1995
Permatron Corporation	MAGNAMOUNT	Registered	86/972,866	April 12, 2016	5,086,194	November 22, 2016
Permatron Corporation	PERMA-COOL	Registered	75/153,277	August 20, 1996	2,120,605	December 9, 1997

Grantor	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
Permatron Corporation	PERMAFLO and Design 	Registered	78/412,336	May 3, 2004	2,970,438	July 19, 2005
Permatron Corporation	PERMATRON	Registered	73/126,917	May 17, 1977	1,098,043	August 1, 1978
Permatron Corporation	PREVENT and Design 	Registered	78/320,926	October 30, 2003	2,899,905	November 2, 2004
Viskon-Aire Corporation	VISKON-AIRE	Registered	72/167,215	April 22, 1963	764,676	February 11, 1964
RoboVent Acquisition, Inc.	None.					
RoboVent Products Group, Inc.	DELTA3	Registered	87/016,059	April 27, 2016	5,132,034	January 31, 2017
RoboVent Products Group, Inc.	EPAD	Registered	87/019,893	April 29, 2016	5,104,336	December 20, 2016
RoboVent Products Group, Inc.	ETELL	Registered	87/016,075	April 27, 2016	5,104,283	December 20, 2016
RoboVent Products Group, Inc.	FORGET ABOUT YOUR DUST COLLECTOR	Registered	87/205,299	October 17, 2016	5,503,882	June 26, 2018
RoboVent Products Group, Inc.	FUSION	Registered	87/046,750	May 23, 2016	5,105,063	December 20, 2016
RoboVent Products Group, Inc.	FUSION 3	Registered	85/894,982	April 4, 2013	4,436,055	November 19, 2013
RoboVent Products Group, Inc.	IMPROVING LIVES THROUGH CLEAN AIR	Registered	87/016,091	April 27, 2016	5,099,944	December 13, 2016
RoboVent Products Group, Inc.	PROCUBE	Registered	87/185,139	September 27, 2016	5,381,734	January 16, 2018

Grantor	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
RoboVent Products Group, Inc.	RMO TECHNOLOGY	Registered	86/322,784	June 27, 2014	4,767,323	July 7, 2015
RoboVent Products Group, Inc.	ROBOVENT	Registered	76/276,892	June 26, 2001	2,594,228	July 16, 2002
RoboVent Products Group, Inc.	ROBOVENT EQ	Registered	87/019,906	April 29, 2016	5,230,737	June 27, 2017
RoboVent Products Group, Inc.	ROBOVENT EXTRACTOR	Registered	86/943,930	March 17, 2016	5,077,080	November 8, 2016
RoboVent Products Group, Inc.	ROBOVENT ICE	Registered	86/509,579	January 21, 2015	4,816,919	September 22, 2015
RoboVent Products Group, Inc.	ROBOVENT WELDPRO	Registered	78/584,672	March 10, 2005	3,150,595	October 3, 2006
RoboVent Products Group, Inc.	VENTBOSS	Registered	86/118,600	November 14, 2013	4,626,226	October 21, 2014
RoboVent Products	VISTA360	Registered	87/016,113	April 27, 2016	5,277,441	August 29, 2017
RoboVent Products Group, Inc.	WELD STRONG BREATHE FREE	Registered	86/150,797	December 23, 2013	4,713,627	March 31, 2015
RoboVent Products Group, Inc.	WELDPRO	Registered	87/016,080	April 27, 2016	5,149,586	February 28, 2017
RoboVent Products Group, Inc.	WELDVENT	Registered	87/107,201	July 18, 2016	5,100,500	December 13, 2016
RoboVent Products	CLARION	Registered	77/533,718	July 29, 2008	3,601,665	April 7, 2009
RoboVent Products	DELTAGATE	Registered	87/016,101	April 27, 2016	5,210,736	May 23, 2017
RoboVent Products	PERFORMANCE WORKSPACE	Registered	85/793,907	December 4, 2012	4,344,534	May 28, 2013
RoboVent Products	PLASER	Registered	77/633,556	December 15, 2008	3,650,499	July 7, 2009
RoboVent Products	SPIRE	Registered	86/822,690	November 17, 2015	5,016,502	August 9, 2016

Grantor	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
RoboVent Products	THE LEADER IN CLEAN AIR.	Registered	86/337,175	July 15, 2014	4,770,269	July 7, 2015
RoboVent Products Group, Inc.	VENTMAPPING	Registered	85/885,686	March 25, 2013	4,425,412	October 29, 2013
RoboVent Solutions Group, Inc.	None.					
Viskon Aire Corp.	None.					

Schedule 2

Patents and Patent Applications

Grantor	Title	Application No.	Application Date	Publication or Patent No.	Publication or Issue Date
Air Filtration Holdings, LLC	None.				
Rensa Filtration, Inc.	None.				
Air Filters, Inc.	METHOD FOR FILTERING AIR	14/226,707	March 26, 2014	8,834,611	September 16, 014
Air Filters, Inc.	INTERLOCKING FILTRATION SYSTEM	14/226,693	March 26, 2014	8,834,592	September 16, 2014
Air Filters, Inc.	METHOD TO MAKE AN EXPANDABLE AIR FILTRATION APPARATUS AND DEVICE	10/689,413	October 20, 2003	7,077,921	July 18, 2006
Air Filters, Inc.	EXPANDABLE AIR FILTRATION APPARATUS	10/689,412	October 20, 2003	7,037,354	May 2, 2006
D-Mark, Inc.	Filter material and method of making same	10/340,972	January 13, 2003	6,878,193	April 12, 2005
Permatron Corporation	FRAMELESS EMC AIR FILTER	16/514,801	July 17, 2019	20200023298	January 23, 2020
RoboVent Acquisition, Inc.	None.				
RoboVent Products Group, Inc.	Air cleaning system for a robotic welding chamber	10/209,020	July 31, 2002	6,758,875	July 6, 2004
RoboVent Products Group, Inc.	Modular work station with air collector	12/603,130	October 21, 2009	8,458,961	June 11, 2013
RoboVent Products Group, Inc.	Portable air filtration system	12/616,387	November 11, 2009	8,460,417	June 11, 2013
RoboVent Products Group, Inc.	Modular Work Station With Air Collector	13/889,432	May 8, 2013	8,800,243	August 12, 2014
RoboVent Products Group, Inc.	Controlled pulse air filter system	13/769,641	February 18, 2013	9,468,879	October 18, 2016
RoboVent Products Group, Inc.	FILTER MEDIA CARTRIDGE	14/748,965	June 24, 2015	9,868,083	January 16, 2018

Grantor	Title	Application No.	Application Date	Publication or Patent No.	Publication or Issue Date
RoboVent Products Group, Inc.	CONTROLLED PULSE AIR FILTER SYSTEM	15/291,362	October 12, 2016	9,844,745	December 19, 2017
RoboVent Products Group, Inc.	Air Filter Grid System	15/812,985	November 14, 2017	10,488,060	November 26, 2019
RoboVent Products Group, Inc.	Fume Extraction Swivel Assembly For Gas Shielded Welding	16/020,376	June 27, 2018	20190001381	January 3, 2019
RoboVent Products Group, Inc.	Fume Extraction Assembly For Gas Shielded Welding	15/990,255	May 25, 2018	20180339358	November 29, 2018
RoboVent Solutions Group, Inc.	None.				