

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROBERTS-GORDON LLC		11/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	5818200	ZEPHYR	
Registration Number:	2734699	BLACKHEAT	
Registration Number:	2032114	ROBERTS GORDON	
Registration Number:	0815870	CO-RAY-VAC	
Registration Number:	3984274	VANTAGE	
Registration Number:	1462700	VANTAGE	
Registration Number:	5279561	CORAYVAC	
Registration Number:	0826409	GORDON-RAY	
Registration Number:	2200406	CARIBE	
Registration Number:	5274448	VIRTUAL WALL	
Registration Number:	5252763	THE INDUSTRY LEADER RADIANT EFFICIENCY	
Registration Number:	5111431	SPECIFIED AIR SOLUTIONS	
Registration Number:	5111430	SPECIFIED AIR	
Registration Number:	5039225	SAS	
Registration Number:	5064928	SPECIFIED AIR	
Registration Number:	5064927	SAS	
Registration Number:	5064917	SPECIFIED AIR SOLUTIONS	
Registration Number:	2964018	ULTRAVAC	
Registration Number:	2442487	RG	
TRADEMARK			

CH \$740.00 5818200

Property Type	Number	Word Mark
Registration Number:	2813299	COMBAT
Registration Number:	2084038	ENERGYTUBE
Registration Number:	5765660	AGRONOMIC IQ
Registration Number:	1173094	DRY-O-TRON
Registration Number:	3401490	DECTRON
Serial Number:	90053656	GROWSENTRY
Serial Number:	88732136	INDUSTRIA
Serial Number:	88732150	INDUSTRIA
Serial Number:	88732167	N
Serial Number:	88732181	INDUSTRIA ELEVATED INDUSTRIAL COMFORT

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: 312-460-5343
Email: slott@seyfarth.com
Correspondent Name: Stephen D. Lott
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 8000
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	058550-000092
NAME OF SUBMITTER:	Stephen D. Lott
SIGNATURE:	/Stephen D. Lott/
DATE SIGNED:	12/14/2020

Total Attachments: 13

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- source=08a. Specified Air - First Amendment to Patent and Trademark Security Agreement (Roberts-Gordon)(67046637v1)#page2.tif
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**FIRST AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of November 13, 2020, by ROBERTS-GORDON LLC, a Delaware limited liability company (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. Grantor and Administrative Agent have entered into that certain Patent and Trademark Security Agreement dated as of December 19, 2018 (as the same may from time to time be amended, modified, supplemented or restated, the "Patent and Trademark Security Agreement"), pursuant to which Grantor has granted Administrative Agent, for the benefit of the Lenders, a continuing security interest in and to all of the "Trademark Collateral" and "Patent Collateral", as defined in the Patent and Trademark Security Agreement

B. Grantor, certain affiliates of Grantor, the Lenders and the Administrative Agent are entering into that certain Second Amendment to Credit Agreement as of the date hereof.

C. The Company has obtained additional ownership interests in certain Trademark Collateral and Patent Collateral and the parties wish to amend Schedule 1 to include such additional Trademark Collateral and Schedule 2 to include such additional Patent Collateral.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Patent and Trademark Security Agreement.

2. Schedule 1. Schedule 1 attached hereto amends and replaces that certain Schedule 1 which was attached to the Patent and Trademark Security Agreement.

3. Schedule 2. Schedule 2 attached hereto amends and replaces that certain Schedule 2 which was attached to the Patent and Trademark Security Agreement.

4. Amendments.

(a) Section 3 of the Patent and Trademark Security Agreement is hereby deleted in its entirety and restated to read as follows:

“(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");"

(b) Section 6 of the Patent and Trademark Security Agreement is hereby amended to add the following language to the end thereof:

"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"

(c) The following provisions are hereby added to the end of the Patent and Trademark Security 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."

5. Affirmation. Except the amendments to Schedule 1, Schedule 2 and those listed in Section 4 above, the Patent and Trademark Security Agreement and all covenants, terms, conditions, and agreements therein, shall remain in full force and effect, and are hereby ratified and confirmed in all respects by Grantor.

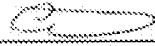
6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective delivery thereof.

7. Governing Law. This Amendment 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.

[signature page follows]

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

ROBERTS-GORDON LLC

By: 

Aaron J. VanGetson
Vice President and Secretary

[Signature Page to First Amendment to Patent and Trademark Security Agreement]

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Acknowledged:

CIBC BANK USA,
as Administrative Agent

By:






Olga Krasner
Managing Director

{Signature Page to First Amendment to Patent and Trademark Security Agreement}

TRADEMARK
REEL: 007132 FRAME: 0472


SCHEDULE 1
to
FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
US	88115875	5818200	09/13/2018	ZEPHYR
US	78066260	2734699	05/29/2001 07/08/2003	BLACKHEAT
US	75060490	2032114	02/21/1996 01/21/1997	ROBERTS GORDON
US	72229132	0815870	10/01/1965 09/27/1966	CO-RAY-VAC
US	85090726	3984274	07/22/2010 06/28/2011	VANTAGE
US	73654745	1462700	04/13/1987 10/27/1987	VANTAGE 
US	87141660	5279561	08/17/2016 09/05/2017	CORAYVAC 
US	72252967	0826409	08/23/1966 03/28/1967	GORDON-RAY
US	75237171	2200406	02/06/1997 10/27/1998	CARIBE
US	87141512	5274448	08/17/2016 08/29/2017	VIRTUAL WALL
US	87141701	5252763	08/17/2016 07/25/2017	THE INDUSTRY LEADER RADIANT EFFICIENCY 
US	86734673	5111431	08/24/2015 12/27/2016	SPECIFIED AIR SOLUTIONS
US	86734664	5111430	08/24/2015	SPECIFIED AIR

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
			12/27/2016	
US	86734641	5039225	08/24/2015 09/13/2016	SAS
US	86510193	5064928	01/21/2015 10/18/2016	SPECIFIED AIR
US	86510188	5064927	01/21/2015 10/18/2016	SAS
US	86508611	5064917	01/20/2015 10/18/2016	SPECIFIED AIR SOLUTIONS
US	78360770	2964018	02/02/2004 06/28/2005	ULTRAVAC
US	75923060	2442487	02/18/2000 04/10/2001	RG 
US	75856488	2813299	11/23/1999 02/10/2004	COMBAT
US	75159210	2084038	09/03/1996 07/29/1997	ENERGYTUBE
US	88061606	5765660		AGRONOMIC IQ
US	73272975		Renewal October 13, 2020	Dry-o-Tron
US	90053656		Application July 15, 2020	GROWSENTRY
US	77237346	3401490	3/25/2018	DECTRON

U.S. Trademark Applications

<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>MARK</u>
US	88732136	Pending	12/18/19	NDUSTRIA (WORD)
US	88732150	Pending	12/18/19	NDUSTRIA
US	88732167	Pending	12/18/19	
US	88732181	Pending	12/18/19	NDUSTRIA ELEVATED INDUSTRIAL COMFORT (WORD)

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
AR	3105982	2491665	08/02/2011 02/22/2012	ROBERTS GORDON
AU	649955	649955	01/05/1995 01/05/1995	CO-RAY-VAC
AU	656735	656735	03/27/1995 03/27/1995	GORDON-RAY
AU	829184	829184	03/24/2000 03/24/2000	ROBERTS GORDON
CA	1104792	TMA 605290	05/30/2001 03/16/2004	BLACKHEAT
CA	577002	TMA 338866	01/27/1987 04/08/1988	CARIBE
CA	303938	TMA 155553	04/06/1967 02/16/1968	CO-RAY-VAC
CA	827495	TMA 505187	11/01/1996 12/07/1998	ENERGYTUBE
CA	303959	TMA 155422	04/07/1967 02/09/1968	GORDON-RAY

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
CA	821067	TMA 494877	08/20/1996 05/20/1998	ROBERTS GORDON
CA	1747833	TMA 957401	09/25/2015 12/07/2016	SAS
CA	1747826	TMA 933749	09/25/2015 04/05/2016	SPECIFIED AIR
CA	1714870	TMA 953422	02/11/2015 10/26/2016	SPECIFIED AIR SOLUTIONS
CA	577003	TMA 334069	01/27/1987 11/13/1987	VANTAGE
CN	1229630	1229630	09/26/1997 12/07/1998	科蕾 (CO-RAY-VAC)
CN	1227544	1227544	09/18/1997 11/28/1998	CO-RAY-VAC
CN	1319358	1319358	05/04/1998 09/28/1999	CRV
CN	4351177	4351177	11/08/2004 05/28/2007	
CN	1229629	1229629	09/26/1997 12/07/1998	罗伯茨-戈登 (ROBERTS GORDON)

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
CN	7978493	7978493	01/08/2010 04/07/2011	ROBERTS GORDON
EU	000147801	000147801	04/01/1996 06/19/1998	CO-RAY-VAC
EU	4095972	4095972	11/03/2004 12/21/2005	
EU	000147827	000147827	04/01/1996 08/21/1998	ROBERTS-GORDON
EU	941591	941591	09/28/1998 03/01/2000	VANTAGE
JP	1993070390	4220104	06/30/1993 12/11/1998	CO-RAY-VAC
KR	4020000018414	4005041640000	04/18/2000 10/22/2001	COMBAT
HY	152786		06/27/97	CO-RAY-VAC
KR	4020000018415	4005041690000	04/18/2000 10/22/2001	ROBERTS GORDON
KR	5020090016426	4004814170000	11/16/2000 05/04/2010	VANTAGE
KZ	29629	42731	04/11/2008 08/14/2009	BLACKHEAT
MX	953571	1094870	04/07/2008 04/16/2009	COMBAT
MX	953572	1094452	08/07/2008 04/15/2009	ROBERTS GORDON

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
NZ	752003	752003	07/26/2006 02/01/2007	BLACKHEAT
NZ	244416	244416	01/05/1995 11/17/1997	CO-RAY-VAC
NZ	247235	247235	03/28/1995 04/11/1997	GORDON-RAY
SA	142707791	142707791	10/07/2006	BLACKHEAT
TR	2000/ 06378	2000/06378	04/11/2000 01/02/2002	COMBAT
TR	88-105981	105981	03/28/1998 12/31/1988	CO-RAY-VAC
TR	88-105596	105596	03/28/1998 12/20/1988	GORDON-RAY
TR	2002- 02258	2002-02258	02/06/2002 01/27/2004	ROBERTS GORDON
TR	88/ 105625	105625	03/28/1998 12/20/1988	VANTAGE
INTL (UA)	897557	897557	08/31/2006 08/31/2006	ROBERTS GORDON
CA	0-18- 034C(88826-1)		Renewal October 21, 2020.	DAS - WAVE DESIGN
CA	0-17- 249C(88827-1)		Renewal October 21, 2020.	DEHUMIDIFIED AIR SOLUTIONS & DESIGN
CA	0-18- 035C(88825-1)		Renewal October 21, 2020.	DEHUMIDIFIED AIR SERVICES & DESIGN

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>
CA		TMA634,877	Renewal March 10, 2020.	SERESCO & DESIGN
CA		TMA627,869	Renewal December 11, 2019.	COMMANDCENTER
CA		TMA627,637	Renewal December 6, 2019.	WEBSENTRY

Non-U.S. Trademark Applications

N/A

Common Law Trademarks

N/A

SCHEDULE 2
to
FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

Title	Patent No.	Issue Date
GAS FIRED INFRARED RADIANT TUBE HEATING SYSTEM USING PLURAL BURNER ASSEMBLIES AND SINGLE GAS DELIVERY SYSTEM	6,481,434	11/19/2002
AIR HEATER CONTROL	6,431,457	08/13/2002
DEMAND VENTILATION HVAC SYSTEM COMPRISING INDEPENDENTLY VARIABLE REFRIGERANT FLOW (VRF) AND VARIABLE AIR FLOW (VAF)	10,557,643	02/11/2020

U.S. Patent Applications

Title	Patent Application No.	Filing Date	Expiration Date	Inventors
DEVICES, SYSTEMS AND METHODS RELATING TO HVAC SYSTEMS THAT PROVIDE AN IMPLICIT PARTITION BETWEEN AT LEAST TWO ABUTTING ENVIRONMENTS IN A DEFINED LARGE OPEN SPACE	15/677,928	08/15/16	Pending	Charles M. Brown
HEATING ADAPTOR UTILITY PATENT	16042537	7/23/18	Abandoned	Cyrus Eftekharihia
HEATING ADAPTOR DESIGN PATENT	29657502	7/23/18	Abandoned	Cyrus Eftekharihia

Non-U.S. Patent Registrations

N/A

Non-U.S. Patent Applications

Title	Country	Application No.	Filing Date	Expiration Date
DEVICES, SYSTEMS AND METHODS RELATING TO HVAC SYSTEMS THAT PROVIDE AN IMPLICIT PARTITION BETWEEN AT LEAST TWO ABUTTING ENVIRONMENTS IN A DEFINED LARGE OPEN SPACE	PCT	PCT/US2017/047015	02/22/2018	30 Month Nationalization deadline: February 15, 2020] 31 Month Nationalization deadline: March 15, 2020
DEVICES, SYSTEMS AND METHODS RELATING TO HVAC SYSTEMS THAT PROVIDE AN IMPLICIT PARTITION BETWEEN AT LEAST TWO ABUTTING ENVIRONMENTS IN A DEFINED LARGE OPEN SPACE	WO	WO 2018/035161	02/22/2018	Pending