

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614101

<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>
DEHUMIDIFIED AIR SOLUTIONS INC.		11/13/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5765660	AGRONOMIC IQ	
<b>Registration Number:</b>	4339033	DECTRON PURGE	
<b>Registration Number:</b>	3401490	DECTRON	
<b>Registration Number:</b>	4306329	ECO-TRON	
<b>Registration Number:</b>	4339035	DRY-O-TRON PURGE	
<b>Registration Number:</b>	1173094	DRY-O-TRON	
<b>Serial Number:</b>	87880279	DEHUMIDIFIED AIR SERVICES	
<b>Serial Number:</b>	87880348	DEHUMIDIFIED AIR SOLUTIONS	
<b>Serial Number:</b>	90053656	GROWSENTRY	
<b>Serial Number:</b>	87880312		
<b>Serial Number:</b>	87805261		
<b>Serial Number:</b>	87805306	DEHUMIDIFIED AIR SOLUTIONS	
<b>Serial Number:</b>	87805332	DEHUMIDIFIED AIR SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-460-5343		
<b>Email:</b>	slott@seyfarth.com		
<b>TRADEMARK</b>			

CH \$340.00 5765660

**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: 11**

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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 SOLUTIONS D'AIR DÉSHUMIDIIFIÉ INC. / DEHUMIDIFIED AIR SOLUTIONS INC., a Quebec 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. 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.

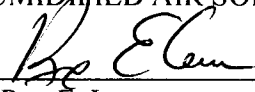
6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective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

SOLUTIONS D'AIR DÉSHUMIDIFIÉ INC. /  
DEHUMIDIFIED AIR SOLUTIONS INC.

By:   
\_\_\_\_\_  
Rex E. Lane  
President

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

**TRADEMARK**  
**REEL: 007132 FRAME: 0585**

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: 0586**






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>	<u>Current Assignee / Remarks</u>
US	88061606	N/A	08/01/2018	AGRONOMIC IQ	DEHUMIDIFIED AIR SOLUTIONS INC.
US	77930327	4339033	02/08/2010 05/21/2013	DECTRON PURGE	DEHUMIDIFIED AIR SOLUTIONS INC.
US	77237346	3401490	07/24/2007 03/25/2008	DECTRON	DEHUMIDIFIED AIR SOLUTIONS INC.
US	85494920	4306329	12/14/2011 03/19/2013	ECO-TRON	DEHUMIDIFIED AIR SOLUTIONS INC.
US	77930719	4339035	02/08/2010 05/21/2013	DRY-O-TRON PURGE	DEHUMIDIFIED AIR SOLUTIONS INC.
US	73272975	1173094	08/05/1980 10/13/1981	DRY-O-TRON	DEHUMIDIFIED AIR SOLUTIONS INC..
US	87880279	N/A	04/17/2018	DEHUMIDIFIED AIR SERVICES 	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880348	N/A	04/17/2018		
US	88061606	5765660		AGRONOMIC IQ	DEHUMIDIFIED AIR SOLUTIONS INC.
US	73272975		Renewal October 13, 2020	Dry-o-Tron	DEHUMIDIFIED AIR SOLUTIONS INC.
US	90053656		Application July 15, 2020	GROWSENTRY	DEHUMIDIFIED AIR SOLUTIONS INC.
US	77237346	3401490	3/25/2018	DECTRON	DEHUMIDIFIED AIR SOLUTIONS INC.


Schedule 1 to First Amendment to Patent and Trademark Security Agreement (Dehumidified Air Solutions)

U.S. Trademark Applications

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
US	88061606	N/A	08/01/2018	AGRONOMIC IQ	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880279	N/A	04/17/2018	DEHUMIDIFIED AIR SERVICES 	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880348	N/A	04/17/2018	DEHUMIDIFIED AIR SOLUTIONS 	DEHUMIDIFIED AIR SOLUTIONS INC.
US	87880312	N/A	04/17/2018		DEHUMIDIFIED AIR SOLUTIONS INC.
US	87805261	N/A	02/21/2018		DEHUMIDIFIED AIR SOLUTIONS INC.
US	87805306	N/A	02/21/2018	DEHUMIDIFIED AIR SOLUTIONS 	DEHUMIDIFIED AIR SOLUTIONS INC.

Schedule 1 to First Amendment to Patent and Trademark Security Agreement (Dehumidified Air Solutions)



<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
US	87805332	N/A	02/21/2018	DEHUMIDIFIED AIR SERVICES 	DEHUMIDIFIED AIR SOLUTIONS INC.

Non-U.S. Trademark Registrations




<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
CA	1197930	TMA 627869	11/27/2003 12/08/2004	COMMANDCENTER	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0896995	TMA 522500	11/20/1998/ 01/28/2000	DECTRON	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0426446	TMA 241349	06/21/1978 03/21/1980		DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1468713	TMA 802549	02/08/2010 07/20/2011	DECTRON PURGE	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	426447	TMA 241784	06/21/1978 03/21/1980	DRY-O-TRON	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1711279	TMA 929232	01/16/2015 02/17/2016	DRY-O-TRON LEEDER	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1468820	TMA 842200	02/08/2010 02/04/2013	DRY-O-TRON PURGE	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1556018	TMA 880157	12/13/2011 06/13/2014	ECO-TRON	DEHUMIDIFIED AIR SOLUTIONS, INC.

Schedule 1 to First Amendment to Patent and Trademark Security Agreement (Dehumidified Air Solutions)

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
CA	0771760	TMA 451986	12/22/1994 12/15/1995	HYPOXY	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1711280	TMA 929211	01/16/2015 02/17/2016	POOL PERFECT	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1193409	TMA 634877	10/16/2003 03/10/2005	Seresco 	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0426448	TMA 250646	06/21/1978 09/19/1980	VISI-TRON	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1197928	TMA 627637	11/27/2003 12/06/2004	WEBSENTRY	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0-18-034C(88826-1)		Renewal October 21, 2020.	DAS - WAVE DESIGN	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0-17-249C(88827-1)		Renewal October 21, 2020.	DEHUMIDIFIED AIR SOLUTIONS & DESIGN	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	0-18-035C(88825-1)		Renewal October 21, 2020.	DEHUMIDIFIED AIR SERVICES & DESIGN	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA		TMA634,877	Renewal October 21, 2020.	SERESCO & DESIGN	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA		TMA627,869	Renewal December 11, 2019	COMMANDCENTER	DEHUMIDIFIED AIR SOLUTIONS, INC.
CA		TMA627,637	Renewal December 6, 2019	WEBSENTRY	DEHUMIDIFIED AIR SOLUTIONS, INC.

Schedule 1 to First Amendment to Patent and Trademark Security Agreement (Dehumidified Air Solutions)

Non-U.S. Trademark Applications

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
CA	1884975	N/A	02/26/2018		DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1884976	N/A	02/26/2018		DEHUMIDIFIED AIR SOLUTIONS, INC.
CA	1884974	N/A	02/26/2018		DEHUMIDIFIED AIR SOLUTIONS, INC.

SCHEDULE 2  
to  
FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

Owner	Title	Patent No.	Issue Date
DEHUMIDIFIED AIR SOLUTIONS INC.	AIR CONDITIONING/DEHUMIDIFYING UNIT	8,689,580	4/8/14

U.S. Patent Applications

Owner	Title	Patent Application No.	Filing Date	Expiration Date
DEHUMIDIFIED AIR SOLUTIONS INC.	COMPRESSOR WALL	16/647439	3/13/2020	pending

Non-U.S. Patent Registrations

Owner	Title	Country	Patent No.	Issue Date
DEHUMIDIFIED AIR SOLUTIONS INC.	METHOD AND A WASHING SYSTEM FOR WASHING TURBINES	Canada	CA 2579929	12/02/2014

Non-U.S. Patent Applications

Owner	Title	Country	Application No.	Filing Date	Expiration Date
DEHUMIDIFIED AIR SOLUTIONS INC.	VAPOR COMPRESSION REFRIGERANT SYSTEM WITH SECONDARY MODULATING HEAT TRANSFER	Canada	CA 2933513	12/20/17	Pending
DEHUMIDIFIED AIR SOLUTIONS INC.	AIR CONDITIONING/DEHUMIDIFYING UNIT	Canada	CA 2782287	1/6/14	Pending
DEHUMIDIFIED AIR SOLUTIONS INC.	COMPRESSOR WALL	WIPO	PCT No. IB2019/060635	12/10/19	Pending

Schedule 2 to First Amendment to Patent and Trademark Security Agreement (Dehumidified Air Solutions)

Owner	Title	Country	Application No.	Filing Date	Expiration Date
DEHUMIDIFIED AIR SOLUTIONS INC.	COMPRESSOR WALL	Canada	3,075,153	3/11/2020	Pending
DEHUMIDIFIED AIR SOLUTIONS INC.	COMPRESSOR WALL	EU	19856427.0	3/10/2020	Pending

Schedule 2 to First Amendment to Patent and Trademark Security Agreement (Dehumidified Air Solutions)

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**RECORDED: 12/14/2020**

**TRADEMARK  
REEL: 007132 FRAME: 0593**