

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADDISON HVAC 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: 5			
Property Type	Number	Word Mark	
Registration Number:	1114463	ADDISON	
Registration Number:	3906402	ADDISON	
Registration Number:	5482471	ACTIVE COIL EXPOSURE	
Registration Number:	5476913	L C	
Registration Number:	5698011	LINEAR CAPACITY	
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>			
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		

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Total Attachments: 6

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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 ADDISON HVAC 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.

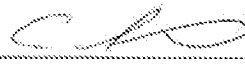
6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective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

ADDISON HVAC LLC

By: 

Aaron J. VanGetson
Vice President

[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]

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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	73149867	1114463	11/25/1977 03/06/1979	ADDISON	ADDISON HVAC LLC
US	77877758	3906402	11/20/2009 01/18/2011	ADDISON	ADDISON HVAC LLC
US	87461863	5482471	05/24/2017 05/29/2018	ACTIVE COIL EXPOSURE	ADDISON HVAC LLC
US	87418773	5476913	04/20/2017 05/22/2018	LC 	ADDISON HVAC LLC
US	87418790	N/A	04/20/2017	LINEAR CAPACITY	ADDISON HVAC LLC

U.S. Trademark Applications

N/A

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>
EU	8751604	8751604	11/19/2009 05/27/2010	ADDISON	ADDISON HVAC LLC

Non-U.S. Trademark Applications

N/A

SCHEDULE 2
to
FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

Owner	Title	Patent No.	Issue Date
ADDISON HVAC LLC	DEMAND VENTILATION HVAC SYSTEM COMPRISING INDEPENDENTLY VARIABLE REFRIGERANT FLOW (VRF) AND VARIABLE AIR FLOW (VAF)	10,557,643	11-Feb-20

U.S. Patent Applications

N/A

Non-U.S. Patent Registrations

N/A

Non-U.S. Patent Applications

Owner	Title	Country	Application No.	Filing Date	Expiration Date
ADDISON HVAC LLC	HVAC SYSTEM COMPRISING INDEPENDENTLY VARIABLE REFRIGERANT FLOW (VRF) AND VARIABLE AIR FLOW (VAF)	Canada	CA 3004629	7/20/17	Pending