

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AWIP, LLC		05/21/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GRAYCLIFF MEZZANINE III LP		
Street Address:	500 Fifth Avenue, 47th Floor		
Internal Address:	c/o Graycliff Partners		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4659142	AVALON BAY	
Registration Number:	3890278	AIR & WATER	
Registration Number:	4168443	LUMA COMFORT	
Registration Number:	5269422	NEWAIR	
Registration Number:	5515761	HEIGHTS PUBLIC MARKET	
Registration Number:	5710601	THE HEIGHTS TPA · FLA	
Registration Number:	5991585	ARMATURE WORKS	
Registration Number:	5339640	NEWAIR	
Registration Number:	6070764	NEWAIR	
Registration Number:	6032282	OPTI-TEMP	
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:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 2:	#1800		

OP \$265.00 4659142

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER: Stephanie Martinez

SIGNATURE: /Stephanie Martinez/

DATE SIGNED: 05/25/2021

Total Attachments: 12

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF MAY 21, 2021, BY AND AMONG FIRST FINANCIAL BANK, AS INITIAL ABL AGENT, AND GRAYCLIFF MEZZANINE III LP, AS INITIAL TERM LOAN AGENT (AS DEFINED THEREIN), AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 21, 2021 (the "Effective Date"), by and between **AWIP, LLC**, a California limited liability company ("Debtor"), whose principal place of business and mailing address is 6600 Katella Avenue, Cypress, California 90630, and **GRAYCLIFF MEZZANINE III LP**, a Delaware limited partnership located at c/o Graycliff Partners, 500 Fifth Avenue, 47th Floor, New York, New York 10110, as administrative agent (in such capacity, "Administrative Agent") for the benefit of the Secured Creditors, and is as follows:

1. SECURED OBLIGATIONS; SECURITY INTERESTS.

(a) Debtor is indebted to Secured Creditors pursuant to, among other things, the Term Loan Agreement dated as of even date herewith by and among Debtor, the other Borrowers thereto, Administrative Agent, and the Lenders from time to time party thereto (as the same may be amended, amended and restated, replaced, renewed or otherwise modified from time to time, the "Loan Agreement") and the other Loan Documents.

(b) As security for the payment and performance in full of the Secured Obligations, Debtor hereby grants to Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and Lien on, and hereby collaterally assigns to Administrative Agent, for the benefit of Secured Creditors, as collateral, all of the "Trademark Collateral", as defined in Section 2 of this Agreement.

2. TRADEMARK COLLATERAL. The collateral in which a security interest and Lien is hereby granted comprises, collectively (all of the following being, collectively, the "Trademark Collateral"): (a) all of Debtor's right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent-to-Use Applications (as defined below) for so long as, in the manner, and to the extent, expressly provided below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark," and, collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to the Trademarks, including the licenses listed on Schedule I and the Trademark Licenses (as defined in

Section 4 (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights")); (g) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, but subject to the *proviso* below, nothing in this Agreement is, or is intended or may be construed to be, a collateral assignment of, or grant of Lien on, any United States intent-to-use trademark applications ("Intent-to-Use Applications") to the extent that, and solely during the period in which, the grant of a Lien thereon would impair the validity or enforceability of such Intent-to-Use Applications under applicable federal Law; *provided, that*, with respect to any Intent-to-Use Application in which Debtor has any right, title or interest, upon the earlier of (i) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) and (ii) the filing a statement of use with the United States Patent and Trademark Office pursuant to 15 USC §1051(c-d), each such Intent-to-Use Application and the resulting registration shall automatically be considered and become a part of the Trademark Collateral.

3. **DEFINITIONS.** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Uniform Commercial Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. **LICENSES.** Except for non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Administrative Agent, which consent will not be unreasonably withheld by Administrative Agent so long as no Default or Event of Default has occurred and is continuing (in which case Administrative Agent may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

5. **REPRESENTATIONS AND WARRANTIES.** Debtor hereby represents and warrants to Administrative Agent and the other Secured Creditors that the following statements are as of the Effective Date and as of the date that each representation and warranty set forth in the Loan Agreement is required to be made or remade pursuant thereto, true:

(a) (i) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral other than Permitted Liens; and (ii) Debtor has full right to grant a security interest in the Trademark Collateral hereby granted, free and clear of any Lien (other than Permitted Liens), option or license (other than any license expressly permitted by this Agreement);

(b) set forth on Schedule I is a complete and accurate list of all Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor's knowledge, (i) each Trademark is enforceable and (ii) each application for registration of any Trademark is valid or registrable, and enforceable. There have been no prior uses of any item of the Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's knowledge prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) as of the Effective Date, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) reasonable and proper statutory notice has been used in connection with the use of each registered Trademark;

(f) to Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required for the: (i) grant by Debtor of the Liens granted hereby, (ii) execution, delivery or performance of this Agreement by Debtor or (iii) perfection of or the exercise by Administrative Agent of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS. Until the Payment in Full of the Secured Obligations and the termination of the Loan Agreement:

(a) Debtor will furnish to Administrative Agent upon Administrative Agent's request, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Administrative Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Administrative Agent shall require for the purpose of confirming and perfecting Administrative Agent's security interest in any or all of the Trademark Collateral for the benefit of Secured Creditors;

(b) should Debtor obtain an ownership interest in any Trademark License Rights or Trademarks (whether any such Trademarks or applications for Trademarks are registered domestically or in any other country or any political subdivision of that country), which are not now identified on Schedule I, (i) Debtor will give prompt written notice to Administrative Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to Administrative Agent, Schedule I will be automatically amended to include any Trademarks and Trademark License Rights which shall become part of the Trademark Collateral under this Section 6(b);

(c) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees,

and the participation in opposition, interference and infringement proceedings, or the foreign equivalent thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each such case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(d) Debtor will notify Administrative Agent promptly in writing (i) of any information which Debtor has received, or reasonably expects to receive, which might in any way materially adversely affect the value of the Trademark Collateral taken as a whole or the rights of any Secured Creditor with respect thereto and (ii) when Debtor learns (A) that any item of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country)) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Administrative Agent should Debtor become aware that any item of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) except as expressly permitted by this Agreement or as expressly permitted by the Loan Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark; and

(h) Debtor will pay all expenses and reasonable Attorneys' Fees incurred by any Secured Creditor in the exercise (including enforcement) of any of such Secured Creditor's rights or remedies under this Agreement or applicable law, in each case, in accordance with Section 9.10 of the Loan Agreement; and Debtor agrees that said expenses and fees shall constitute part of the Secured Obligations and be secured by the Trademark Collateral and the other Collateral.

7. POWER OF ATTORNEY. Debtor hereby (a) makes, constitutes and appoints Administrative Agent, for the benefit of Secured Creditors, its true and lawful attorney in fact to: (i) execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral, (ii) record the security interest in any and all Trademark Collateral in favor of Administrative Agent, for the benefit of Secured Creditors, with the United States Patent and Trademark Office (or any

similar office or agency in any other country or any political subdivision of that country), (iii) execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (iv) upon the occurrence and during the continuance of an Event of Default: (A) to file any claims or take any action or institute any proceedings that Administrative Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (B) to assign of record in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) any and all of the Trademark Collateral in Administrative Agent's name (or the name of any nominee), and/or (C) otherwise to enforce the rights of Administrative Agent and all of the other Secured Creditors with respect to any of the Trademark Collateral, and (b) specifically irrevocably authorizes Administrative Agent as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT.

(a) If an Event of Default occurs and is continuing, then, in any such event, Administrative Agent may without further notice to Debtor except as expressly provided in the Loan Agreement and, at the request of the Required Lenders shall, declare all Notes and any or all of the other Secured Obligations to become immediately due and payable in the aggregate amount thereof; *provided* that the Secured Obligations shall be accelerated automatically and immediately if the Event of Default occurs under any of Section 6.1(g), 6.1(h) or 6.1(i) of the Loan Agreement. If an Event of Default occurs and is continuing, Administrative Agent may resort to the rights and remedies available at Law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation, (i) causing the assignment of record in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) of the Trademark Collateral in Administrative Agent's name, for the benefit of Secured Creditors, or in the name of any nominee of Administrative Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Administrative Agent and make the documents available to Administrative Agent at a place to be designated by Administrative Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Administrative Agent and the other Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Administrative Agent is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Collateral); and (iv) selling the Trademark Collateral at a public or private sale, and Debtor will be credited with the net proceeds of such sale only when they are actually received by Administrative Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Administrative Agent or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, then Administrative Agent may and, at the request of the Required Lenders shall, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Administrative Agent to enforce its and the other Secured Creditors' rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to: (I) manage, protect, preserve, and

sell and otherwise dispose of all or any portion of the Trademark Collateral, (II) continue the operation of the business of Debtor, and/or (III) collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Secured Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at Law or in equity. Administrative Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Administrative Agent to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Administrative Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Administrative Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Secured Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Administrative Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS.

(a) All rights of Administrative Agent shall inure to the benefit of its, and each of the other Secured Creditors', successors and permitted assigns and all obligations of Debtor shall bind the successors and permitted assigns of Debtor; *provided, that*, Debtor may not assign or otherwise transfer any of its rights or obligations hereunder or any under other Loan Document to which it is a party or otherwise bound except in accordance with the Loan Agreement.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) This Agreement is delivered in, is intended to be performed in, will be construed and enforceable in accordance with, and governed by the internal Laws of, the State of New York, without regard to principles of conflicts of Law that would apply the Law of any State other than the State of New York (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). Debtor and Administrative Agent agree that the state and federal courts of the State of New York in the County of New York or of the United States District Court for the Southern District of New York or any other court in which Administrative Agent initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Agreement and the other Loan Documents, WITHOUT LIMITATION ON THE

ABILITY OF ADMINISTRATIVE AGENT OR THE OTHER SECURED CREDITORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE SECURED OBLIGATIONS AND THE EXERCISE OF ALL OF ADMINISTRATIVE AGENT'S AND THE OTHER SECURED CREDITOR'S RIGHTS AGAINST DEBTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF DEBTOR, INCLUDING DISPOSITIONS OF THE TRADEMARK COLLATERAL AND THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING SHALL BE EFFECTIVE IF MAILED TO DEBTOR AT THE ADDRESS SET FORTH IN SECTION 9.4 OF THE LOAN AGREEMENT.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Administrative Agent to file with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments hereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes Administrative Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Administrative Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Administrative Agent as secured party. Administrative Agent is hereby irrevocably authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Administrative Agent, for the benefit of Secured Creditors, in the Trademark Collateral.

(f) Administrative Agent shall have no duty of care with respect to the Trademark Collateral except that Administrative Agent shall exercise reasonable care with respect to the Trademark Collateral in Administrative Agent's custody. Administrative Agent shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Administrative Agent accords its own property or (ii) Administrative Agent takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Administrative Agent will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Administrative Agent has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Administrative Agent failed to comply with any request of Debtor or (B) Administrative Agent failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Administrative Agent has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context

clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Administrative Agent's Lien on, the "Collateral" as defined in the Borrowers Security Agreement or Administrative Agent's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Administrative Agent, for the benefit of Secured Creditors, under the Borrowers Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Administrative Agent.

(h) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Administrative Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Administrative Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Administrative Agent's judgment, providing Administrative Agent with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Creditors; therefore, Debtor agrees that Secured Creditors, if Administrative Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will automatically terminate ("Termination") upon (i) the Payment in Full of the Secured Obligations and (ii) the termination of the Loan Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Administrative Agent, and Administrative Agent will, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor proper documentation acknowledging such release and will deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

(l) All Liens granted or contemplated hereby shall be for the benefit of Administrative Agent, individually, and all of the other Secured Creditors, and all proceeds or payments realized from Trademark Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Loan Agreement. As between Debtor and Administrative Agent, Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

DEBTOR:

AWIP, LLC

By:  _____

Name: Hilton Blieden


Title: Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

GRAYCLIFF MEZZANINE III LP, as Administrative Agent

By: Graycliff Mezzanine III GP LP,
its general partner




By: Graycliff Mezzanine III GP
Partners LLC, its general partner

By: 
Name: Steven Schaefer
Title: Chief Financial Officer

SCHEDULE I




TRADEMARKS AND LICENSES

1. Domestic Registered/Pending Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
AVALON BAY	86/273,655	May 6, 2014	4,659,142	December 23, 2014
AIR & WATER	85/037,088	May 12, 2010	3,890,278	December 14, 2010
LUMA COMFORT	85/049,846	May 27, 2010	4,168,443	July 3, 2012
NEWAIR	87/211,866	October 21, 2016	5,269,422	August 22, 2017
HEIGHTS PUBLIC MARKET	N/A	July 26, 2017	5515761	July 10, 2018
	N/A	July 26, 2017	5710601	March 26, 2019
ARMATURE WORKS	N/A	July 26, 2017	5991585	February 18, 2020
	87/425,240	April 25, 2017	5,339,640	November 21, 2017
	88/411,849	May 1, 2019	6,070,764	June 2, 2020
OPTI-TEMP	88/462,190	June 6, 2019	6,032,282	April 14, 2020

2. Foreign Registered/Pending Trademarks

Jurisdiction	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
China	NEW AIR	41958471	October 29, 2019	N/A	N/A
Canada	NEWAIR	1977447	July 10, 2019	N/A	N/A

Jurisdiction	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Canada		1983669	August 16, 2019	N/A	N/A
India		4258862	May 16, 2019	N/A	N/A
WIPO	NEWAIR	A0086103	May 16, 2019	1474304	May 16, 2019
WIPO		A0086102	May 16, 2019	1480586	May 16, 2019

3. State and Common Law Trade Names and Trademarks

Jurisdiction	Mark	Reg. No.	Reg. Date
Florida	AMATURE WORKS	T17000000652	May 23, 2017
Florida	BAY 3	T17000000653	May 23, 2017