TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM664171

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pinnacle Climate Technologies, Inc. f/k/a Pinnacle Products International, Inc.		07/29/2021	Corporation: DELAWARE
Schaefer Ventilation Equipment Corp.		07/29/2021	Corporation: DELAWARE
PPI Acquisition Group, Inc.		07/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Investors Bank, as Agent	
Street Address:	101 JFK Parway	
City:	Short Hills	
State/Country:	NEW JERSEY	
Postal Code:	07078	
Entity Type:	Chartered Bank: NEW JERSEY	

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark		
Registration Number:	1727357			
Registration Number:	5013653	DUAL FUSION		
Registration Number:	3295012	HEAT HOG		
Registration Number:	3446721	HEAT STREAM		
Registration Number:	1442999	MASTER		
Serial Number:	86883895	PINNACLE CLIMATE TECHNOLOGIES		
Registration Number:	3263074	PRO-ON-THE-GO		
Registration Number:	3195024	PRO-TEMP		
Registration Number:	1494999	REMINGTON		
Registration Number:	3584633	REMINGTON		
Registration Number:	4948953	REMINGTON		
Registration Number:	4944256	SILENTDRIVE		
Registration Number:	3357568	SUN-STREAM		
Registration Number:	3276494	TRU-TEMP		
Registration Number:	5290578	PROTEMP		
	•	TRADEMARK		

REEL: 007373 FRAME: 0026 900633492

Property Type	Number	Word Mark
Registration Number:	5782723	MASTER
Registration Number:	5955964	
Serial Number:	90461402	HEAT HOG
Registration Number:	5058902	AMERIC
Registration Number:	5058930	AMERIC
Registration Number:	1498527	BARN KOOLER
Registration Number:	3872711	BIGDOG
Registration Number:	3999835	FLIPFAN
Registration Number:	2826577	PRO-KOOL
Registration Number:	4658276	SCHAEFER
Registration Number:	2606512	VERSA FOG
Registration Number:	2413600	VERSA-MIST
Registration Number:	1929619	VERSA-KOOL
Registration Number:	2063286	WAY COOL
Serial Number:	88779576	HOTZONE
Serial Number:	90272690	SCHAEFER DEFENDER
Serial Number:	90712187	HOTZONE WWW.SCHAEFERFAN.COM
Serial Number:	88881271	AIRETREX 365

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	939069-10
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/02/2021

Total Attachments: 16

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PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 29th day of July, 2021 between PINNACLE CLIMATE TECHNOLOGIES, INC. (f/k/a Pinnacle Products International, Inc.), a Delaware corporation, SCHAEFER VENTILATION EQUIPMENT, CORP., a Delaware corporation, and PPI ACQUISITION GROUP, INC., a Delaware corporation (collectively the "Assignor"), and INVESTORS BANK as agent (in such capacity, "Agent") for the Lenders (as defined in the Loan Agreement referred to below). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor has executed a certain Revolving Credit, Term Loan and Security Agreement dated the date hereof (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Agent to secure loans by Lenders to Borrower in the aggregate amount of up to \$15,000,000.00 (as such amount may be increased from time to time); and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), owns the United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Assignor relating to such trademarks ("ITU Marks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Agent a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Lenders and Agent, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Agent, a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

- 1) Assignor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:
 - (a) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;
 - (b) except as disclosed to Agent and indicated on the schedules to the Loan Agreement, it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;
 - (c) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;
 - (d) The Assignor agrees, at Agent's request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights or any ITU Mark which becomes registered with the United States Patent and Trademark Office. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. The Assignor grants to Agent an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;
 - (e) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable:
 - (f) Each of the Patents, Trademarks and Copyrights is in use to the extent Assignor, in its reasonable business judgment in the ordinary course of business determines that such use is necessary or prudent and, to the best of the Assignor's knowledge, does not infringe the rights of any other person or entity;
 - (g) Assignor is, to the best of its knowledge, the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens other than Permitted Encumbrances, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Agent pursuant to this Agreement;
 - (h) Assignor has full power, authority, and legal right to enter into this Agreement and to perform its obligations hereunder;
 - (i) Assignor believes it has used, and will use its good faith efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;
 - (j) Assignor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

- (k) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor deems advisable;
- (1) Except in the Ordinary Course of Business or as otherwise permitted by the Loan Agreement, the Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture would have a Material Adverse Effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and
- (m) The Assignor agrees to promptly, upon learning thereof, furnish Agent in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a Material Adverse Effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement and Other Documents (as defined in the Loan Agreement). To the extent that the Assignor deems advisable, the Assignor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a Material Adverse Effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or Other Documents.

2) [Intentionally Omitted]

- 3) Assignor agrees that, until all of the Obligations shall have been Paid in Full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Agent's prior written consent, unless such agreement is otherwise permitted under the Loan Agreement.
- 4) If, before the Obligations (other than unasserted Contingent Obligations) have been Paid In Full:
 - (a) Assignor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Agent notice thereof in writing promptly after the end of each fiscal quarter; and
 - (b) any ITU Mark becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the Assignor or Agent (including, without limitation, the grant of a security interest by Assignor to Agent in any such ITU Mark which becomes registered with the United States Patent and Trademark Office) and Assignor shall after the end of each fiscal quarter give to Agent prompt notice in writing of such ITU Mark becoming registered.
- 5) Assignor authorizes Agent to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks covered hereby. Within a reasonable time of the making of such modification(s), Agent shall provide Assignor with a copy hereof, however, failure by Agent to provide such copy shall not affect the enforceability of this Agreement.
- 6) Upon and during the occurrence of any Event of Default:
 - a) Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and
 - b) Agent may, in addition to any other remedies which may be available to Agent, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice

(except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after Payment in Full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

- 7) At such time as the Obligations (other than unasserted Contingent Obligations) shall have been Paid In Full, this Agreement shall terminate and Agent shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto and in accordance with the terms hereof.
- 8) [Intentionally Omitted]
- 9) To the extent that Assignor deems it to be advisable in its commercially reasonable judgment, Assignor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been Paid In Full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Assignor. Except as permitted by the Loan Agreement, the Assignor shall not abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of Agent, which consent shall not be unreasonably withheld.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney fees, incurred by Agent in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of a Default or an Event of Default, Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If Assignor fails to comply with any of its obligations hereunder, Agent may do so in Assignor's name or in Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.

- 13) No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND AGENT EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF AGENT. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor and Agent and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

[SIGNATURE PAGES TO FOLLOW]

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[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

WITNESS the execution hereof under seal as of the day and year first above written.

PINNACLE CLIMATE TECHNOLOGIES, INC.

Name: Ryan Damask

Title: Chief Financial Officer

SCHAEFER VENTILATION EQUIPMENT, CORP.

By: Name: Ryan Damask

Title: Chief Financial Officer

PPI ACQUISITION GROUP, INC.

Name: Ryan Damask

Title: Cilici Financial Officer

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

INVESTORS BANK

Name: Thomas L. Savage

Title: Senior Vice President

SCHEDULE A (Copyrights)

None.

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SCHEDULE B (Patents)

Service Control of the Control of th	Patents					
Credit Party – Listed Owner	Patent Description	Registration or Application/ Serial Number	Registration or Application Date			
Pinnacle Climate Technologies, Inc.	COLLAPSIBLE WHEEL ASSEMBLY (USA)	7,413,199	19-Aug-2008			
Pinnacle Climate Technologies, Inc.	COLLAPSIBLE WHEEL ASSEMBLY (USA)	7,780,175	24-Aug-2010			
Pinnacle Climate Technologies, Inc.	MOUNTING FRAME FOR PORTABLE EQUIPMENT (USA)	8,042,784	25-Oct-2011			
Pinnacle Climate Technologies, Inc.	MAINTENANCE MINDER FOR FORCED AIR HEATER (USA)	8,055,478	08-Nov-2011			
Pinnacle Climate Technologies, Inc.	FRAME FOR A FORCED AIR HEATER (USA)	D672,444	11-Dec-2012			
Pinnacle Climate Technologies, Inc.	FORCED AIR HEATER (USA)	D672,445	11-Dec-2012			
Pinnacle Climate Technologies, Inc.	ENCLOSURE FOR THE END OF A FORCED AIR HEATER (USA)	D672,446	11-Dec-2012			
Pinnacle Climate Technologies, Inc.	FORCED AIR HEATER WITH DUAL AIR MOVERS (USA)	9,644,863	9-May-2017			
Schaefer Ventilation Equipment, Corp.	COLLAPSIBLE MISTING FAN APPARATUS (USA)	7,395,676	08-Jul-2008			
Schaefer Ventilation Equipment, Corp.	OSCILLATING EVAPORATIVE AIR COOLER (USA)	6,598,414	29-Jul-03			
PPI Acquisition Group, Inc.	FRAME FOR A HEATER (Australia)	343861	13-Aug-2012			

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	Patents					
Credit Party – Listed Owner	Patent Description	Registration or Application/ Serial Number	Registration or Application Date			
PPI Acquisition Group, Inc.	FRAME FOR A HEATER (Australia)	343862	12-Aug-2013			
PPI Acquisition Group, Inc.	FRAMES FOR HEATERS (European)	001311930-0001	30-Jan-2012			
PPI Acquisition Group, Inc.	FRAMES FOR HEATERS (European)	001311930-0002	30-Jan-2012			
PPI Acquisition Group, Inc.	FRAME FOR A HEATER (New Zealand)	416499	02-Oct-2012			
PPI Acquisition Group, Inc.	FRAME FOR A HEATER (New Zealand)	416500	02-Oct-2012			
PPI Acquisition Group, Inc.	FRAME FOR A FORCED AIR HEATER (Australia)	345183	29-Oct-2012			
PPI Acquisition Group, Inc.	FRAME FOR A FORCED AIR HEATER (European)	001338958-0001	09-Aug-2012			
PPI Acquisition Group, Inc.	FRAME FOR A FORCED AIR HEATER (New Zealand)	416619	19-Dec-2012			
PPI Acquisition Group, Inc.	FORCED AIR HEATER (Australia)	345185	29-Oct-2012			
PPI Acquisition Group, Inc.	FORCED AIR HEATER (European)	001338958-0002	09-Aug-2012			
PPI Acquisition Group, Inc.	FORCED AIR HEATER (New Zealand)	416620	19-Dec-2012			
PPI Acquisition Group, Inc.	ENCLOSURE FOR THE END OF A FORCED AIR HEATER (Australia)	345184	29-Aug-2012			
PPI Acquisition Group, Inc.	ENCLOSURE FOR THE END OF A FORCED AIR HEATER (European)	001338958-0003	09-Aug-2012			
PPI Acquisition Group, Inc.	ENCLOSURE FOR THE END OF A FORCED AIR HEATER (New Zealand)	416621	19-Dec-2012			
PPI Acquisition Group, Inc.	FORCED AIR HEATER WITH DUAL AIR MOVERS (Eurasian PO)	Pending Publication – EA201590707A1	09-Oct-2013			

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Patents				
Credit Party – Listed Owner	Patent Description	Registration or Application/ Serial Number	Registration or Application Date	
Pinnacle Climate Technologies, Inc.	MULTIFUNCTION GRILL (European)	002216663-0001	09-Apr-2013	

SCHEDULE C (Trademarks)

	Trademarks				
Credit Party – Listed Owner	Trademark	Registration or Application/ Serial Number	Registration or Application Date	Status	
US Marks					
Pinnacle Climate Technologies, Inc.	Design (Heater)	1,727,357	27-Oct-1992	Active	
Pinnacle Climate Technologies, Inc.	DUAL FUSION	5,013,653	02-Aug-2016	Active	
Pinnacle Climate Technologies, Inc.	HEAT HOG	3,295,012	18-Sep-2007	Abandoned	
Pinnacle Climate Technologies, Inc.	HEAT STREAM	3,446,721	10-Jun-2008	Active	
Pinnacle Climate Technologies, Inc.	MASTER	1,442,999	16-Jun-1987	Active	
Pinnacle Climate Technologies, Inc.	PINNACLE CLIMATE TECHNOLOGIES	86-883,895	22-Jan-2016	Abandoned	
Pinnacle Climate Technologies, Inc.	PRO-ON-THE-GO	3,263,074	10-Jul-2007	Active	
Pinnacle Climate Technologies, Inc.	PRO-TEMP	3,195,024	02-Jan-2007	Active	
Pinnacle Climate Technologies, Inc.	REMINGTON	1,494,999	05-Jul-1988	Active	
Pinnacle Climate Technologies, Inc.	REMINGTON	3,584,633	03-Mar-2009	Active	
Pinnacle Climate Technologies, Inc.	REMINGTON	4,948,953	03-May-2016	Active	
Pinnacle Climate Technologies, Inc.	SILENTDRIVE	4,944,256	26-Apr-2016	Active	
Pinnacle Climate Technologies, Inc.	SUN-STREAM	3,357,568	18-Dec-2007	Active	

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		Trademarks		
Credit Party – Listed Owner	Trademark	Registration or Application/ Serial Number	Registration or Application Date	Status
Pinnacle Climate Technologies, Inc.	TRU-TEMP	3,276,494	07-Aug-2007	Active
Pinnacle Climate Technologies, Inc.	PROTEMP	5,290,578	19-Sept-2017	Active
Pinnacle Climate Technologies, Inc.	MASTER	5,782,723 (87/788228)	18-June-2019	Active
Pinnacle Climate Technologies, Inc.	Design (Mountains with Circle)	5,955,964	7-Jan-2020	Active
Pinnacle Climate Technologies, Inc.	HEAT HOG	90/461402	12-Jan-2021	Pending Application
Schaefer Ventilation Equipment, Corp.	AMERIC	5,058,902	11-Oct-2016	Active
Schaefer Ventilation Equipment, Corp.	AMERIC (and Design)	5,058,930	11-Oct-2016	Active
Schaefer Ventilation Equipment, Corp.	BARN KOOLER	1,498,527	02-Aug-1988	Active
Schaefer Ventilation Equipment, Corp.	BIGDOG	3,872,711	09-Nov-2010	Active
Schaefer Ventilation Equipment, Corp.	FLIPFAN	3,999,835	19-Jul-2011	Active
Schaefer Ventilation Equipment, Corp.	PRO-KOOL	2,826,577	23-Mar-2004	Active
Schaefer Ventilation Equipment, Corp.	SCHAEFER in Script	4,658,276	23-Dec-2014	Active
Schaefer Ventilation Equipment, Corp.	VERSA FOG (& Design)	2,606,512	13-Aug-2002	Active

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Trademarks						
Credit Party – Listed Owner	Trademark	Registration or Application/ Serial Number	Registration or Application Date	Status		
Schaefer Ventilation Equipment, Corp.	VERSA MIST (& Design)	2,413,600	19-Dec-2000	Active		
Schaefer Ventilation Equipment, Corp.	VERSA-KOOL	1,929,619	24-Oct-1995	Active		
Schaefer Ventilation Equipment, Corp.	WAY COOL	2,063,286	20-May-1997	Active		
Pinnacle Climate Technologies, Inc. (listed owner is Schaefer Ventilation Equipment, Corp.)	HOTZONE	88779576	30- January-2020	Active		
Schaefer Ventilation Equipment, Corp.	SCHAEFER DEFENDER	90/272690	22-Oct-2020	Pending Application		
Schaefer Ventilation Equipment, Corp.	Design (HotZone www.schaeferfan.com)	90/712187	17-May-2021	Pending Application		
Pinnacle Climate Technologies, Inc.	Airtrex 365	88/881271	21-April-2021	Pending Application		
Foreign Marks						
Pinnacle Climate Technologies, Inc.	HEAT HOG	TMA 681623 1265370	13-Feb-2007	Active		
Pinnacle Climate Technologies, Inc.	MASTER	TMA 158617 0814927	11-Oct-1968	Active		
Pinnacle Climate Technologies, Inc.	PRO-TEMP	TMA 675822 1263831	31-Oct-2006	Active		

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Trademarks						
Credit Party – Listed Owner	Trademark	Registration or Application/ Serial Number	Registration or Application Date	Status		
Pinnacle Climate Technologies, Inc.	TRU-TEMP	TMA 675820 1263829	31-Oct-2006	Active		
Pinnacle Climate Technologies, Inc.	REMINGTON	1991797	6-Nov-2019	Pending Application		

SCHEDULE D (ITU Marks)

None.

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RECORDED: 08/02/2021