

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM685473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
API HEAT TRANSFER THERMASYS CORPORATION		11/02/2021	Corporation: DELAWARE
API HEAT TRANSFER COMPANY		11/02/2021	Corporation: DELAWARE
API HEAT TRANSFER, INC.		11/02/2021	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC BANK USA, as Administrative Agent
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	U.S. Commercial Bank: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	932242	BASCO
Registration Number:	1919561	TC
Registration Number:	2762061	PCR
Registration Number:	2863063	THERMASYS
Registration Number:	3448120	SCHMIDT
Registration Number:	3448121	SCHMIDT
Registration Number:	3470671	AIRTECH
Registration Number:	3487261	API HEAT TRANSFER
Registration Number:	3487262	API HEAT TRANSFER
Registration Number:	3986465	FINSEP
Registration Number:	4230508	PERFORMANCE IS EVERYTHING

## CORRESPONDENCE DATA

Fax Number: 3126095005

*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.*

TRADEMARK

**Phone:** 312-609-7798  
**Email:** ablekhman@vedderprice.com  
**Correspondent Name:** Aida Blekhman  
**Address Line 1:** Vedder Price P.C.  
**Address Line 2:** 222 North LaSalle Street, Suite 2500  
**Address Line 4:** Chicago, ILLINOIS 60601

**ATTORNEY DOCKET NUMBER:** 40180.00.0153

**NAME OF SUBMITTER:** Aida Blekhman

**SIGNATURE:** /Aida Blekhman/

**DATE SIGNED:** 11/03/2021

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 2nd day of November, 2021 by API HEAT TRANSFER THERMASYS CORPORATION, a Delaware corporation, API HEAT TRANSFER COMPANY, a Delaware corporation, and API HEAT TRANSFER, INC., a New York corporation (each of and collectively, "**Grantor**"), in favor of CIBC BANK USA (in its capacity as administrative agent for certain lenders, "**Administrative Agent**"):

### W I T N E S S E T H:

WHEREAS, Grantor and certain of its affiliates have entered into a Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Administrative Agent and the Lenders (as defined therein), providing for the extensions of credit to be made to the Grantor and certain of its affiliates by the Administrative Agent and the Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, trademark registrations, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and its affiliates under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, and trademark registration owned by Grantor, including, without limitation, each trademark, trademark application, and trademark registration referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such 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;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith;

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

**(Signature Page Follows)**

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

API HEAT TRANSFER THERMASYS CORPORATION, a Delaware corporation

By: Charles F. Avery, Jr.  
Charles F. Avery, Jr.  
Vice President, Chief Financial Officer,  
Treasurer and Secretary

API HEAT TRANSFER COMPANY, a Delaware corporation

By: Charles F. Avery, Jr.  
Charles F. Avery, Jr.  
Vice President, Chief Financial Officer,  
Treasurer and Secretary

API HEAT TRANSFER INC., a New York corporation

By: Charles F. Avery, Jr.  
Charles F. Avery, Jr.  
Vice President, Chief Financial Officer,  
Treasurer and Secretary

*(Signature Page to Patent and Trademark Security Agreement)*

Acknowledged:




CIBC BANK USA, as Administrative Agent

By: 

Susan Lanz  
Managing Director

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

	<b>Country/ Jurisdiction Name</b>	<b>Trademark Name</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Current Owner</b>
1.	US Federal	ThermaSys	76085041	7/7/00	2,863,063	7/13/04	API Heat Transfer ThermaSys Corporation (f/k/a ThermaSys)
2.	US Federal	AIRTECH	77219429	6/29/07	3470671	7/22/08	API Heat Transfer
3.	US Federal	API HEAT TRANSFER	77219410	6/29/07	3487261	8/19/08	API Heat Transfer
4.	US Federal	API Heat Transfer <b>API Heat Transfer</b>	77219421	6/29/07	3487262	8/19/08	API Heat Transfer
5.	US Federal	BASCO	72362983	6/18/70	932242	4/11/72	API Heat Transfer Inc.
6.	US Federal	FINSEP	77858248	10/27/09	3986465	6/28/11	API Heat Transfer Inc.
7.	US Federal	PCR	75764476	7/30/99	2762061	9/9/03	API Heat Transfer Inc.
8.	US Federal	SCHMIDT	77219450	6/29/07	3448120	6/17/08	API Heat Transfer
9.	US Federal	SCHMIDT 	77219464	6/29/07	3448121	6/17/08	API Heat Transfer
10.	US Federal	TC	74580585	9/30/94	1919561	9/19/95	API Heat Transfer Inc.
11.	Canada	BASCO 	431569	10/30/78	TMA 257489	4/10/81	API Heat Transfer Inc.
12.	United Kingdom	BASCO 			1024653	2/7/74	API Heat Transfer Inc.
13.	US Federal	PERFORMANCE IS EVERYTHING	85166890	11/2/10	4230508	10/23/12	API Heat Transfer Inc.

**SCHEDULE 2**

**PATENTS AND PATENT APPLICATIONS**

<u>Owner</u>	<u>Title of Patent/Utility Model</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>
API Heat Transfer Inc.	Compressed Air Aftercooler with Integral Moisture Separator (GA 55 to 90 Horizontal)	058 54 141.8	12/15/05	1836446	8/15/2018	Belgium
API Heat Transfer Inc.	Water Separator and System	098 44 463.1	12/7/09	EP 2 321 611	11/19/2014	Belgium
API Heat Transfer Inc.	Water Separator and System	200980148497.9	12/7/09	CN ZL200980148497.9	10/2/2013	China
API Heat Transfer Inc.	Water Separator and System	098 44 463.1	12/7/09	EP 2 321 611	11/19/2014	Czech Republic
API Heat Transfer Inc.	Compressed Air Aftercooler with Integral Moisture Separator (GA 55 to 90 Horizontal)	058 54 141.8	12/15/05	1836446	8/15/2018	European Patent Convention
API Heat Transfer Inc.	Water Separator and System	098 44 463.1	12/7/09	EP 2 321 611	11/19/2014	European Patent Convention
API Heat Transfer Inc.	Compressed Air Aftercooler with Integral Moisture Separator (GA 55 to 90 Horizontal)	058 54 141.8	12/15/05	1836446	8/15/2018	France
API Heat Transfer Inc.	Compressed Air Aftercooler with Integral Moisture Separator (GA 55 to 90 Horizontal)	058 54 141.8	12/15/05	1836446	8/15/2018	Germany
API Heat Transfer Inc.	Water Separator and System	098 44 463.1	12/7/09	EP 2 321 611	11/19/2014	Germany
API Heat Transfer Inc.	Water Separator and System	114/KOLNP/2011	12/7/09	--	--	India
API Heat Transfer Inc.	Compressed Air Aftercooler with Integral Moisture Separator (GA 55 to 90 Horizontal)	058 54 141.8	12/15/05	1836446	8/15/2018	Italy



<u>Owner</u>	<u>Title of Patent/Utility Model</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>
API Heat Transfer Inc.	Water Separator and System	098 44 463.1	12/7/2009	EP 2 321 611	11/19/2014	Italy
API Heat Transfer Inc.	Compressed Air Aftercooler With Integral Moisture Separator (GA 55 To 90 Horizontal)	PCT/US05/45366	12/15/05			Patent Cooperation Treaty
API Heat Transfer Inc.	Heat Insulator For An Intake Manifold Of An Air-Cooled Charge Air Cooler (High Temperature Charged Air Cooler With Air Bypass)	PCT/US06/08842	3/13/06			Patent Cooperation Treaty
API Heat Transfer Inc.	Precooler/Chiller/Reheater Heat Exchanger System	PCT/US13/33515	3/22/13			Patent Cooperation Treaty
API Heat Transfer Inc.	Water Separator And System	PCT/US09/66975	12/7/09			Patent Cooperation Treaty
API Heat Transfer Inc.	Water Separator and System	098 44 463.1	12/7/2009	EP 2 321 611	11/19/2014	Romania
API Heat Transfer Inc.	Water Separator and System	098 44 463.1	12/7/2009	EP 2 321 611	11/19/2014	United Kingdom
API Heat Transfer Inc.	Compressed Air Aftercooler With Integral Moisture Separator	11722042	3/11/08	9453692	9/27/16	United States
API Heat Transfer ThermaSys Corporation (f/k/a ThermaSys Corporation)	Fin-tube block type heat exchanger with grooved spacer bars	09/737,782	12/18/00	6,857,469 B2	2/22/05	United States
API Heat Transfer Inc.	Precooler/Chiller/Reheater Heat Exchanger System For Providing Warm Dried Air	10879224	6/29/04	7121102	10/17/06	United States
API Heat Transfer Inc.	Water Separator and System	13001904	12/29/10	9476609	10/25/16	United States
API Heat Transfer Inc.	Heat Exchanger	US16/163980	10/18/18	US10782074B2	9/22/20	United States
API Heat Transfer Inc.	Heat Exchanger	US16/163980	10/18/18	CN109696070B	9/22/20	China

<u>Owner</u>	<u>Title of Patent/Utility Model</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>
API Heat Transfer Inc.	Heat Exchanger	US16/163980	10/18/18	EP3473961B1	9/22/20	EU

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**RECORDED: 11/03/2021**

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