

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medify Air, LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 WEST WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5821063	M	
Registration Number:	5833320	MEDIFY AIR	
Serial Number:	97008096	MA-40	
Serial Number:	97008243	MA-50	
Serial Number:	97008267	MA-112	
Serial Number:	97008306	MA-25	
Serial Number:	97008328	MA-15	
Serial Number:	97008380	MA-14	
Serial Number:	97008394	MA-1000	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	dlee@akingump.com, mbeyene@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street N.W.		
Address Line 2:	Robert S. Strauss Tower		
Address Line 4:	Washington DC, D.C. 20006		

CH \$240.00 5821063

NAME OF SUBMITTER:	David C Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	12/01/2021
Total Attachments: 5 source=Executed Medify - Trademark Security Agreement (005)#page1.tif source=Executed Medify - Trademark Security Agreement (005)#page2.tif source=Executed Medify - Trademark Security Agreement (005)#page3.tif source=Executed Medify - Trademark Security Agreement (005)#page4.tif source=Executed Medify - Trademark Security Agreement (005)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of December 1, 2021, is entered into by the entities listed on the signature page hereto (each, a “*Grantor*”) and **ALTER DOMUS (US) LLC**, as administrative agent and collateral agent (in such capacities, the “*Agent*”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Agent and each Grantor party thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”), by and among **MEDIFY AIR, LLC**, a Delaware limited liability company (the “*Borrower*”), the Lenders party thereto and the Agent.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Agent for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the United States registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the Guarantee and Collateral Agreement, each Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by each Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a Lien and security interest in all of such Grantor’s rights, title and interest in, to and under the Trademarks comprising Collateral, including the Trademarks set forth on Schedule A hereto and including all Proceeds of such Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations; provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets.

(b) Notwithstanding anything herein to the contrary, this Agreement shall not operate as a grant of security interest or any assignment to the Agent of any intent to use trademark applications filed under 15 U.S.C. 1051(b) of the Trademark Act for which a statement of use has not been filed and only to the extent such grant would result in the forfeiture of the Grantor’s rights in such intent to use trademark applications. Upon the filing of the statement of use, the corresponding intent to use application shall automatically be included in the aforementioned grant.

(c) In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern and nothing herein shall modify, amend, restrict, or limit Agent's rights under the Guarantee and Collateral Agreement.

2. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

3. Recordation

This Agreement may be recorded with the United States Patent and Trademark Office or any other governmental offices as desired by Agent and Grantor shall provide all the necessary assistance to Agent in connection with such recordation, including signing any other agreements.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MEDIFY AIR, LLC

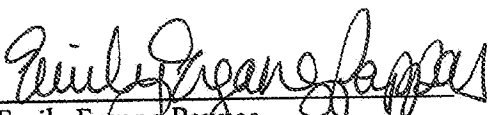
By:  _____

Name: Kevin Weber

Title: Chief Financial Officer

AGENT:

ALTER DOMUS (US) LLC

By: 
Name: Emily Ergang Pappas
Title: Head of Legal, North America

[Signature Page to Trademark Security Agreement]