

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/02/2021	National Banking Association:
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	135 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2806364	AIROLITE	
Registration Number:	0613372	AIROLITE	
CORRESPONDENCE DATA			
Fax Number:	4142335000		
<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:	4149785441		
Email:	melissa.nace@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	511 N Broadway SUITE 1100		
Address Line 2:	Attn: Melissa Nace		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	826859.809		
NAME OF SUBMITTER:	Melissa nace		
SIGNATURE:	/Melissa Nace/		
DATE SIGNED:	12/06/2021		
Total Attachments: 5			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of December 2, 2021 (this "Assignment"), is entered into by and among Bank of America, N.A. ("Bank of America"), as the resigning collateral agent (in such capacity, the "Resigning Agent") under the Intercreditor Agreement (as defined below), and BMO Harris Bank N.A., a national banking association ("BMO"), as the successor collateral agent (in such capacity, the "Successor Agent") under the Intercreditor Agreement, pursuant to the Agency Transfer Agreement dated as of even date herewith ("Agency Transfer Agreement").

Reference is made to that certain Intercreditor and Collateral Agency Agreement, dated as of September 16, 2011 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "Intercreditor Agreement"), by and among Bank of America, as Administrative Agent under a Credit Agreement with Greenheck Fan Corporation (the "Company"), the holders of the Senior Notes (as defined therein), The Prudential Insurance Company of America, and each other purchaser of Senior Notes from time to time party thereto, and Bank of America, N.A., as Collateral Agent.

W I T N E S S E T H

WHEREAS, the Company, The Airolite Company, LLC, a Wisconsin limited liability company (the "Grantor"), the Resigning Agent, and other parties thereto entered into that certain Security Agreement, dated as of September 16, 2011 (as the same may be amended, restated, amended and restated, supplemented, the "Security Agreement"), pursuant to which the Grantor granted to the Resigning Agent, for the benefit of the Benefited Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Resigning Agent the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office on September 20, 2011 at Reel 4626 Frame 0752 ("Trademark Notice");

WHEREAS, pursuant to the Agency Transfer Agreement, Bank of America resigned as Collateral Agent, BMO accepted its appointment as the Collateral Agent under the Intercreditor Agreement, the Collateral Documents and the Financing Agreements on the terms and conditions set forth in the Agency Transfer Agreement, and BMO, as the Successor Agent, succeeded to, and was vested with, all of the rights, powers, responsibilities and duties of the Collateral Agent under the Intercreditor Agreement, the Collateral Documents and the Financing Agreements; and

WHEREAS, pursuant to the Agency Transfer Agreement, the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the Collateral Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and all Uniform Commercial Code financing statements filed in connection therewith, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral Documents, in each case without representation, warranty or recourse except as otherwise expressly set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the parties hereby acknowledge and agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Security Agreement, Intercreditor Agreement, or Agency Transfer Agreement, as applicable.

2. Assignment of Security Interest. The Resigning Agent hereby transfers, assigns, grants and conveys unto the Successor Agent all of its right, title and interest pursuant to the Security Agreement in and to the Trademark Notice and with respect to the Trademark Collateral, in each case without representation, warranty or recourse except as otherwise expressly set forth in this Assignment.

3. Incorporation. All terms set forth in the Agency Transfer Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Transfer Agreement, the terms set forth in Agency Transfer Agreement shall control.

4. Recordation. The Resigning Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Assignment at Grantor's expense.

5. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

RESIGNING AGENT:

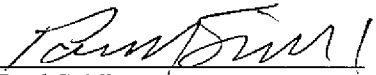
BANK OF AMERICA, N.A.

By: Christine Trotter
Name: Christine Trotter
Title: Vice President

Accepted and Agreed:

SUCCESSOR AGENT:

BMO HARRIS BANK N.A.

By: 
Name: Paul Seidl
Title: Director

[Signature Page to Assignment of Security Interest in Trademark Collateral]

Schedule A

Trademark Registrations

Mark	Reg. No.	Reg. Date
AIROLITE	2806364	1/20/04
AIROLITE (Stylized)	613372	10/4/55