

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ProAir, LLC		02/11/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Berkshire Bank		
<b>Street Address:</b>	One Van de Graaff Drive		
<b>Internal Address:</b>	Suite 202		
<b>City:</b>	Burlington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01803		
<b>Entity Type:</b>	Chartered Bank: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2765963	PROAIR	
<b>Registration Number:</b>	0860428	FRIGIKING	
<b>Registration Number:</b>	5279149	MINIMAX	
<b>Serial Number:</b>	86863381	AIRTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	617-742-4100		
<b>Email:</b>	cjl@riw.com		
<b>Correspondent Name:</b>	Christopher J. Lhulier, Esq.		
<b>Address Line 1:</b>	255 State Street		
<b>Address Line 2:</b>	7th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	10769-43		
<b>NAME OF SUBMITTER:</b>	Christopher J. Lhulier, Esq.		
<b>SIGNATURE:</b>	/s/ Christopher J. Lhulier, Esq.		
<b>DATE SIGNED:</b>	02/16/2022		

OP \$115.00 2765963

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into effective as of February 11, 2022, by and between ProAir, LLC, a Delaware limited liability company ("**ProAir**"), and Berkshire Bank, a Massachusetts banking corporation ("**Lender**").

NOW THEREFORE, in consideration of the premises, ProAir hereby agrees with Lender as follows:

**1. Grant of Security Interest.** ProAir hereby grants to Lender a security interest in, and assigns, but does not transfer title to Lender, all of ProAir's right, title and interest in and to the following (collectively, the "**Collateral**") to secure the payment all of sums which may be presently due and owing and of all sums which shall in the future become due and owing from ProAir, American Cooling Technology, LLC ("**ACT**"), Bus Air, LLC ("**Bus Air**"), and Evans Tempcon Delaware, LLC ("**Evans**") and ProAir Intermediate Holdco., LLC ("**Holdings**", and together with ProAir, ACT, and Bus Air, the "**Company**") to Lender (hereinafter the "**Obligations**") whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those Obligations of the Company under that certain Third Amended and Restated Loan and Security Agreement (All Assets) dated on or about of even date of this instrument (the "**Loan Agreement**"), by and between Lender and the Company. Capitalized term used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by ProAir, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of ProAir's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of ProAir's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of ProAir or in the name of Lender for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all

payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**2. Warranties and Representations.** ProAir hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by ProAir or licensed to ProAir, together with a summary description and full information in respect of the filing or issuance thereof is set forth on Schedule A;

(b) To the best of ProAir's knowledge, each of the trademarks and trademark registrations is valid and enforceable, and ProAir is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) ProAir is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by ProAir not to sue third persons, other than Liens permitted under the Loan Agreement;

(d) ProAir shall, to the extent it deems reasonable in its best business judgment, use proper statutory notice in connection with its use of each of the trademarks;

(e) ProAir uses, and will continue to use, adequate standards of quality in all material respects in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks to the extent reasonably advisable in its business;

(f) Except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by ProAir of the security interest hereunder or for the execution, delivery or performance of this Agreement by ProAir or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

**3. After-Acquired Trademark Rights.** If ProAir shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. ProAir shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. ProAir shall bear any expenses incurred in connection with future applications for trademark registration.

**4. Litigation and Proceedings.** ProAir shall use its reasonable best efforts to commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. ProAir shall provide to Lender any information with respect thereto reasonably requested by Lender. Lender shall provide at ProAir's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following ProAir's becoming aware thereof, ProAir shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding ProAir's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

**5. Power of Attorney.** ProAir grants Lender power of attorney, having the full authority, and in the place of ProAir and in the name of ProAir, from time to time in Lender's discretion after an Event of Default has occurred and is continuing to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse ProAir's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

**6. Right to Inspect.** ProAir grants to Lender and its employees and agents the right to visit ProAir's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

**7. Events of Default.** The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default hereunder

**8. Specific Remedies.** Upon the occurrence and during the continuation of any Event of Default:

(a) Lender may cease advancing money or extending credit to or for the benefit of Company under the Loan Agreement or under any other agreement between Company and Lender.

(b) Lender may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by ProAir;

(c) Lender may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of ProAir then or thereafter held with Lender, including amounts represented by certificates of deposit;

(d) Lender may notify licensees to make royalty payments on license agreements directly to Lender;

(e) Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to ProAir ten (10) days prior to such disposition. Company shall be credited with the net proceeds of such sale only when they are actually received by Lender, and Company shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

(f) If the sale is to be a public sale, Lender shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Lender at such sale.

**9. Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the ProAir and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

PROAIR, LLC

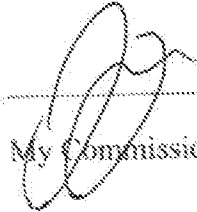
  
By: \_\_\_\_\_  
Todd Courts, Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Kent County, ss.

On this 3 day of February, 2022, before me, the undersigned notary public, personally appeared Todd Courts, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as CFO of ProAir, LLC.

JOSHUA ZAAGSMA  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires 9/6/2026  
Acting in the County of Kent

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9-6-2026

[Signature Page ProAir Trademark Security Agreement]

**SCHEDULE A  
TO A TRADEMARK SECURITY AGREEMENT  
BETWEEN  
PROAIR, LLC (PROAIR)  
AND  
BERKSHIRE BANK (LENDER)  
DATED: EFFECTIVE AS OF FEBRUARY 11, 2022**

**REGISTERED TRADEMARKS (USA)**

<u>Trademark</u>	<u>Registration/ Application No</u>	<u>Filing/ Registration Date</u>	<u>Status</u>	<u>Owned/Licensed</u>
PROAIR (Word Mark)	2765963	4/7/97 9/23/03	Active	Owned
frigiking (Word Mark)	0860428	3/21/67 11/19/68	Active	Owned
MINIMAX	5279149	1/16/16 9/5/17	Active	Owned
AIRTECH	86863381	12/31/15 3/6/18	Active	Owned