

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692742

<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>
Bank of America, N.A.		12/02/2021	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	135 SOUTH LASALLE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3243046	INNOVENT ACT	
<b>Registration Number:</b>	3235588	GREENHEAT SYSTEM	
<b>Registration Number:</b>	3235587	GREEN HEAT SYSTEM	
<b>Registration Number:</b>	3102853	PREMISYS	
<b>Registration Number:</b>	3083170	INNOVENT AIR HANDLING EQUIPMENT	
<b>Registration Number:</b>	3021384	INNOVENT AIR HANDLING EQUIPMENT	
<b>Registration Number:</b>	1725395	GREENHECK	
<b>Registration Number:</b>	3400080	ACCUREX	
<b>Registration Number:</b>	3607503	VALENT	
<b>Registration Number:</b>	3610795	V VENCO	
<b>Registration Number:</b>	3610796	VENCO	
<b>Registration Number:</b>	3931187	V VENCO	
<b>Registration Number:</b>	3958009	VALENT	
<b>Registration Number:</b>	3782641	AIRTOUR	
<b>Registration Number:</b>	3974748	VENCO	
<b>Serial Number:</b>	85272667	VEKTOR	
<b>Serial Number:</b>	85254394	VARI GREEN	
<b>Serial Number:</b>	85190751	THERMICOIL	
<b>Serial Number:</b>	85153552	RETROVENT	

CH \$515.00 3243046

Property Type	Number	Word Mark
Serial Number:	77948554	UNISON

**CORRESPONDENCE DATA**

**Fax Number:** 4142335000

*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:** 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**, Greenheck Fan Corporation, a Wisconsin corporation (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 16, 2011 at Reel 4626 Frame 0729 ("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:

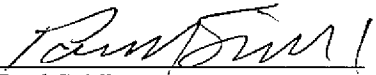
BANK OF AMERICA, N.A.

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]