

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733816

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900684934

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEI Corporation, LLC		03/31/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85188020	COOL STAR
Serial Number:	77814122	TRUCK AIR PARTS
Serial Number:	77814129	MEI CORPORATION
Serial Number:	77814136	AIRSOURCE
Serial Number:	77814154	MEI CORPORATION
Serial Number:	77087014	TTA/C
Serial Number:	78488594	MAG
Serial Number:	78488598	AIR CONNECTION
Serial Number:	78488602	AIR CENTRAL
Serial Number:	78488608	ELITE AIR
Serial Number:	74515543	AIRSOURCE
Serial Number:	74238915	TRUCK AIR PARTS
Serial Number:	86846894	APEX
Serial Number:	86527374	QCC
Serial Number:	86525070	IDEAL AIR
Serial Number:	86525071	IDEAL AIR

CORRESPONDENCE DATA

TRADEMARK

Fax Number:

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: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0653 HP
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NAME OF SUBMITTER:	Heather Poitras
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SIGNATURE:	/hp/
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DATE SIGNED:	06/10/2022
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Total Attachments: 6

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 31, 2022, is made by AP Air, LLC, a Delaware limited liability company, Auto Air Export, Inc., a Texas corporation, Global Parts Distributors, LLC, a Delaware limited liability company, MEI Corporation, LLC, a Delaware limited liability company, Meridian Rack & Pinion, LLC, a Delaware limited liability company, Omega Acquisition Corp., a Delaware corporation and Santech Industries, LLC, a Delaware limited liability company (each individually a “Grantor”, and collectively, the “Grantors”), in favor of Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, OMEGA PARENT LLC, a Delaware limited liability company (“Holdings”), TIMEPIECE MERGER SUB LLC, a Delaware limited liability company (“Merger Sub” and, prior to the consummation of the Merger, the Borrower), OAC HOLDINGS I CORP, a Delaware corporation (the “Company” and, upon the consummation of the Merger, the Borrower), the several lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Security Agreement, dated as of March 31, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, and if not defined therein, in the Credit Agreement.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, to the extent they constitute Collateral and are not Excluded Property, (including, without limitation, those items listed on Schedule A hereto) and the right to receive all Proceeds therefrom, to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when

due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademarks.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Termination. This Agreement shall terminate and the lien on and the security interest in the Trademarks shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by such Grantor to evidence and record the release of the lien on and security interests in the Trademarks granted herein.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

7. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AP AIR, LLC,
AUTO AIR EXPORT, INC.,
GLOBAL PARTS DISTRIBUTORS, LLC,
MEI CORPORATION, LLC,
MERIDIAN RACK & PINION, LLC,
OMEGA ACQUISITION CORP.,
SANTECH INDUSTRIES, LLC,
as the Grantors

By: 
Name: Justin Brown
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007734 FRAME: 0194

ANTARES CAPITAL LP
as the Collateral Agent

By: *Kirk E. Sonnefeld*
Name: Kirk Sonnefeld
Title: Duly Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks Rights]