

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745016

<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>
PHENIXYA LENDCO II, LLC		08/01/2022	Limited Liability Company: DELAWARE
GATESAIR, INC.		08/01/2022	Corporation: DELAWARE
PHENIXYA LENDCO I, LLC		08/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK. N.A.		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2564838	DX	
<b>Registration Number:</b>	2550459	INTRAGUIDE	
<b>Registration Number:</b>	2648904	DX DESTINY	
<b>Registration Number:</b>	2552663	SYNCHROCAST	
<b>Registration Number:</b>	2846012	DEXSTAR	
<b>Registration Number:</b>	3729466	POWERSMART	
<b>Registration Number:</b>	2921558	ECDI	
<b>Registration Number:</b>	2795051	EPAL	
<b>Registration Number:</b>	2973475	POWERCD	
<b>Registration Number:</b>	2999029	STL PLUS	
<b>Registration Number:</b>	3104840	FLEXSTAR	
<b>Registration Number:</b>	3137081	3DX	
<b>Registration Number:</b>	3215163	INTRAPLEX	
<b>Registration Number:</b>	4899019	GATES	
<b>Registration Number:</b>	4818727	GATESAIR	
<b>Registration Number:</b>	4727787	GATESAIR	

OP \$415.00 2564838

**CORRESPONDENCE DATA****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:** 2024547625**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Julia Birgen**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1750161
<b>NAME OF SUBMITTER:</b>	Janet S. Wamsiey
<b>SIGNATURE:</b>	/Janet S. Wamsiey/
<b>DATE SIGNED:</b>	08/01/2022

**Total Attachments: 4**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2022 (as amended, restated, supplemented or otherwise modified, this “Agreement”), among **PHENIXYA LENDCO II, LLC.**, a Delaware limited liability company (“Initial Borrower”), **GATESAIR, INC.**, a Delaware corporation (“GatesAir”, and together with Initial Borrower, singly and collectively, jointly and severally, “Borrower”), **PHENIXYA LENDCO I, LLC.**, a Delaware limited liability company (“Holdings”, and together with Borrower, each a “Grantor” and collectively the “Grantors”), and **CITIZENS BANK, N.A.** (“Lender”).

Reference is made to (a) the Credit Agreement, dated as of August 1, 2022, among the Borrower, Holdings, and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of August 1, 2022, by and among the Grantors party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lender has agreed to lend and issue credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Grantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns), a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3        Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


4        Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**GATESAIR, INC.,** as Grantor

By:   
Name: Bruce Swail  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007800 FRAME: 0602**

SCHEDULE I  
TRADEMARKS

**TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
DX	GatesAir, Inc.	U.S.A.	2564838	4/30/2002
INTRAGUIDE	GatesAir, Inc.	U.S.A.	2550459	3/19/2002
DX DESTINY	GatesAir, Inc.	U.S.A.	2648904	11/12/2002
SYNCHROCAST	GatesAir, Inc.	U.S.A.	2552663	3/26/2002
DEXSTAR	GatesAir, Inc.	U.S.A.	2846012	5/25/2004
POWERSMART	GatesAir, Inc.	U.S.A.	3729466	12/22/2009
ECDI	GatesAir, Inc.	U.S.A.	2921558	1/25/2005
EPAL	GatesAir, Inc.	U.S.A.	2795051	12/16/2003
POWERCD	GatesAir, Inc.	U.S.A.	2973475	7/19/2005
STL PLUS	GatesAir, Inc.	U.S.A.	2999029	9/20/2005
FLEXSTAR	GatesAir, Inc.	U.S.A.	3104840	6/13/2006
3DX	GatesAir, Inc.	U.S.A.	3137081	8/29/2006
INTRAPLEX	GatesAir, Inc.	U.S.A.	3215163	3/6/2007
GATES	GatesAir, Inc.	U.S.A.	4899019	2/9/2016
GATESAIR	GatesAir, Inc.	U.S.A.	4818727	9/22/2015
GATESAIR	GatesAir, Inc.	U.S.A.	4727787	4/28/2015

**TRADEMARK APPLICATIONS**

None.