

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746733

|   |  |                              |                                       |
|---|--|------------------------------|---------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                              |                                       |
| <b>NATURE OF CONVEYANCE:</b>  | FIRST LIEN TRADEMARK SECURITY AGREEMENT        |                              |                                       |
| <b>CONVEYING PARTY DATA</b>   |  |                              |                                       |
| <b>Name</b>   | <b>Formerly</b>                                | <b>Execution Date</b>        | <b>Entity Type</b>                    |
| Air Force One, LLC  |  | 08/08/2022                   | Limited Liability Company:<br>OHIO    |
| Maxair Mechanical, LLC  |  | 08/08/2022                   | Limited Liability Company:<br>GEORGIA |
| Ultrapleat, LLC   |  | 08/08/2022                   | Limited Liability Company:<br>OHIO    |
| <b>RECEIVING PARTY DATA</b>   |  |                              |                                       |
| <b>Name:</b>  | JPMorgan Chase Bank, N.A., as Collateral Agent |                              |                                       |
| <b>Street Address:</b>  | 4 CMC  |                              |                                       |
| <b>City:</b>  | Brooklyn                                       |                              |                                       |
| <b>State/Country:</b>   | NEW YORK                                       |                              |                                       |
| <b>Postal Code:</b>   | 11245-0001                                     |                              |                                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES    |                              |                                       |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                              |                                       |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>             |                                       |
| <b>Registration Number:</b>   | 3394125  | PADGETT GROUP                |                                       |
| <b>Registration Number:</b>   | 1464380  | AIR FORCE ONE                |                                       |
| <b>Registration Number:</b>   | 3138107  | A AIR FORCE ONE              |                                       |
| <b>Registration Number:</b>   | 6034683  | ALE FORCE ONE                |                                       |
| <b>Registration Number:</b>   | 4533103  | OPTIMAL BUILDING PERFORMANCE |                                       |
| <b>Registration Number:</b>   | 5043545  | PURO-KLEEN                   |                                       |
| <b>Registration Number:</b>   | 5105000  | ULTRA-PLEAT                  |                                       |
| <b>Registration Number:</b>   | 5241011  | EZ-PLEAT                     |                                       |
| <b>Registration Number:</b>   | 6542749  | FILTER GURU                  |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |                              |                                       |
| <b>Fax Number:</b>  | 6508023100                                     |                              |                                       |
| <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>   | 6508023000                                     |                              |                                       |
| <b>Email:</b>   | juan.arias@weil.com                            |                              |                                       |

CH \$240.00 3394125

**Correspondent Name:** Yilong Liu  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 201 Redwood Shores Parkway  
**Address Line 4:** Redwood Shores, CALIFORNIA 94065-1134

**ATTORNEY DOCKET NUMBER:** Yilong Liu - 55160.0035

**NAME OF SUBMITTER:** Yilong Liu

**SIGNATURE:** /Yilong Liu/

**DATE SIGNED:** 08/08/2022

**Total Attachments: 6**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, the “**Trademark Security Agreement**”), dated as of August 8, 2022, is made by each of the undersigned entities listed on Annex A hereto (each, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., as the Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**I. TERMS. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN OR GIVEN BY REFERENCE IN THE SECURITY AGREEMENT.**

**Grant of Security.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**II. RECORDATION. EACH GRANTOR AUTHORIZES AND REQUESTS THAT THE COMMISSIONER FOR TRADEMARKS RECORD THIS TRADEMARK SECURITY AGREEMENT WITH THE U.S. PATENT AND TRADEMARK OFFICE.**

**III. EXECUTION IN COUNTERPARTS. THIS TRADEMARK SECURITY AGREEMENT 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. DELIVERY OF AN EXECUTED SIGNATURE PAGE TO THIS TRADEMARK SECURITY AGREEMENT BY FACSIMILE OR ELECTRONIC (INCLUDING .PDF OR .TIF FILE) TRANSMISSION SHALL BE AS EFFECTIVE AS DELIVERY OF A MANUALLY SIGNED COUNTERPART OF THIS TRADEMARK SECURITY AGREEMENT. SECTION 11.12 OF THE CREDIT AGREEMENT IS INCORPORATED BY REFERENCE HEREIN, *MUTATIS MUTANDIS*.

IV. SECURITY AGREEMENT. THIS TRADEMARK SECURITY AGREEMENT HAS BEEN ENTERED INTO IN CONJUNCTION WITH THE PROVISIONS OF THE SECURITY AGREEMENT. EACH GRANTOR DOES HEREBY ACKNOWLEDGE AND CONFIRM THAT THE GRANT OF THE SECURITY INTEREST HEREUNDER TO, AND THE RIGHTS AND REMEDIES OF, THE COLLATERAL AGENT WITH RESPECT TO THE TRADEMARK COLLATERAL ARE MORE FULLY SET FORTH IN THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. IN THE EVENT THAT ANY PROVISION OF THIS TRADEMARK SECURITY AGREEMENT IS DEEMED TO CONFLICT WITH THE SECURITY AGREEMENT, THE PROVISIONS OF THE SECURITY AGREEMENT SHALL CONTROL.

V. GOVERNING LAW. SECTIONS 7.08 AND 7.09 OF THE SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN, *MUTATIS MUTANDIS*.

VI. INTERCREDITOR AGREEMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

AIR FORCE ONE, LLC  
ULTRAPLEAT, LLC  
MAXAIR MECHANICAL, LLC

By:   
Name: Craig A. Steinke  
Title: Chief Executive Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

{SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT SUPPLEMENT}

**TRADEMARK**  
**REEL: 007814 FRAME: 0795**


IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**AIR FORCE ONE, LLC  
ULTRAPLEAT, LLC  
MAXAIR MECHANICAL, LLC**

By: \_\_\_\_\_  
Name: Craig A. Steinke  
Title: Chief Executive Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:  \_\_\_\_\_  
Name: Robert Mayer  
Title: Executive Director

**Annex A**

Air Force One, LLC  
Ultrapleat, LLC  
Maxair Mechanical, LLC

**SCHEDULE A**

| <b><u>Trademark Name (Type)</u></b> | <b><u>Owner</u></b>   | <b><u>Status</u></b> | <b><u>Serial No.</u></b> | <b><u>Reg. No.</u></b> | <b><u>File/Reg. Date</u></b> |
|-------------------------------------|---|----------------------|--------------------------|------------------------|------------------------------|
| Padgett Group (Design)              | Maxair Mechanical, LLC  | Registered           | 77078528                 | 3394125                | 3/11/2008                    |
| Air Force One                       | Air Force One, LLC, as successor in interest to Air Force One, Inc. | Registered           | 73640191                 | 1464380                | 11/10/1987                   |
| A Air Force One                     | Air Force One, LLC, as successor in interest to Air Force One, Inc. | Registered           | 78565350                 | 3138107                | 9/5/2006                     |
| Ale Force One                       | Air Force One, LLC, as successor in interest to Air Force One, Inc. | Registered           | 88152744                 | 6034683                | 4/14/2020                    |
| Optimal Building Performance        | Air Force One, LLC, as successor in interest to Air Force One, Inc. | Registered           | 86070235                 | 4533103                | 5/20/2014                    |
| PURO-KLEEN (word)                   | Ultrapleat, LLC   | Registered           | 86392228                 | 5043545                | 9/20/2016                    |
| ULTRA-PLEAT (word)                  | Ultrapleat, LLC   | Registered           | 87033509                 | 5105000                | 12/20/2016                   |
| EZ-PLEAT (word)                     | Ultrapleat, LLC   | Registered           | 87262198                 | 5241011                | 7/11/2017                    |
| FILTER GURU                         | Ultrapleat, LLC   | Registered           | 90161607                 | 6542749                | 11/2/2021                    |