

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Air Force One, LLC		08/08/2022	Limited Liability Company: OHIO
Ultrapleat, LLC		08/08/2022	Limited Liability Company: OHIO
Maxair Mechanical, LLC		08/08/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	CRESCENT AGENCY SERVICES LLC		
Street Address:	11100 Santa Monica Blvd., Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3394125	PADGETT GROUP	
Registration Number:	1464380	AIR FORCE ONE	
Registration Number:	3138107	A AIR FORCE ONE	
Registration Number:	6034683	ALE FORCE ONE	
Registration Number:	4533103	OPTIMAL BUILDING PERFORMANCE	
Registration Number:	5043545	PURO-KLEEN	
Registration Number:	5105000	ULTRA-PLEAT	
Registration Number:	5241011	EZ-PLEAT	
Registration Number:	6542749	FILTER GURU	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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>			
Phone:	(212) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		

OP \$240.00 3394125

Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 21692/34 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 08/09/2022

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 CRESCENT AGENCY SERVICES LLC, 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 Second Lien Security Agreement Supplement No. 3, dated as of August 8, 2022, pursuant to which each Grantor became a party to that certain Second 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 Service Logic Acquisition, Inc., a Delaware corporation, 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:

Section 1.01 Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 1.02 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 any Trademarks included in the Collateral, including 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.

Section 1.03 Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 1.04 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*.

Section 1.05 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.

Section 1.06 Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, *mutatis mutandis*.

Section 1.07 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.

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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:

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

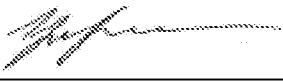
By: _____
Name:
Title:

[SIGNATURE PAGE TO SECOND L.I.B.N TRADEMARK AGREEMENT SUPPLEMENT]

Accepted and Agreed:

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

By: Crescent Capital Group LP, its Managing Member

By: 

Name: Yev Kuznetsov
Title: Managing Director

By: 

Name: Albert Lee
Title: Managing Director

Annex A

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

SCHEDULE A

<u>Trademark Name (Type)</u>	<u>Owner</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>File/Reg. Date</u>
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