

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761554

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900724102

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rensa Filtration, Inc.		08/05/2022	Corporation: DELAWARE
D-Mark, Inc.		08/05/2022	Corporation: MICHIGAN
Permatron Corporation		08/05/2022	Corporation: ILLINOIS
Air Filters, Inc.		08/05/2022	Corporation: TEXAS
Viskon-Aire Corporation		08/05/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	320 South Canal Street
Internal Address:	14th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6608670	RENSA FILTRATION
Registration Number:	1551807	CARBONWEB
Registration Number:	1663773	ODOR GUARD
Registration Number:	1794223	ADSORBALL
Registration Number:	2702871	A BREATH OF FRESH AIR
Registration Number:	3166311	THE CARBON FILTER SPECIALISTS
Registration Number:	6682398	D-MARK
Registration Number:	1695955	ACCUMULATOR CHAMBER
Registration Number:	2394735	DURALOFT
Registration Number:	1385894	DUST EATER
Registration Number:	4554569	HAILSTOP
Registration Number:	1907240	LIFESTYLE
Registration Number:	5086194	MAGNAMOUNT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2120605	PERMA-COOL
Registration Number:	2970438	PERMAFLO
Registration Number:	1098043	PERMATRON
Registration Number:	2899905	PREVENT
Registration Number:	0764676	VISKON-AIRE

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.

Email: iprecordations@whitecase.com

Correspondent Name: Kennady Wade/White & Case LLP

Address Line 1: 1221 6th Ave

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1785638-0172-CZ43
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	10/17/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 5, 2022 (this "Trademark Security Agreement"), is made by each signatory hereto (each, a "Grantor" and collectively, the "Grantors") in favor of BMO Harris Bank N.A., in its capacity as agent (in such capacity, the "Agent"), pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among RFI Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), RFI Buyer, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, each Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among each Grantor, the other Domestic Loan Parties party thereto and the Agent, pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be

treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

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

GRANTOR:

RENSA FILTRATION, INC.

By: Paul Meyer
Name: Paul Meyer
Title: Chief Financial Officer

AIR FILTERS, INC.

By: Paul Meyer
Name: Paul Meyer
Title: Chief Financial Officer

D-MARK, INC.

By: Paul Meyer
Name: Paul Meyer
Title: Chief Financial Officer

PERMATRON CORPORATION

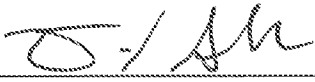
By: Paul Meyer
Name: Paul Meyer
Title: Chief Financial Officer

VISKON-AIRE CORPORATION

By: Paul Meyer
Name: Paul Meyer
Title: Chief Financial Officer

AGREED AND ACCEPTED
as of the date first written above:

BMO HARRIS BANK N.A.,
as Agent

By:  _____

Name: David Sneddon

Title: Vice President



SCHEDULE I




TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

Owner	Country	Trademark	Reg./Appl No.	Key Dates
Rensa Filtration, Inc.	U.S.	RENSA FILTRATION	RN: 6608670 SN: 87857683	Registered: January 4, 2022 Filed: March 30, 2018
Rensa Filtration, Inc.	Canada	RENSA FILTRATION	SN: 2072525	Filed: December 21, 2020
Rensa Filtration, Inc.	Canada	RENSA	SN: 2080082	Filed: January 27, 2021
Air Filters, Inc.	Texas	<i>ASTRO-SORB</i> [®]	RN: TX 801643431	Registered: August 17, 2012
D-Mark, Inc.	U.S.	CARBONWEB	RN: 1551807 SN: 73705267	Registered: August 15, 1989 Filed: January 12, 1988
D-Mark, Inc.	U.S.	ODOR GUARD FILTERS (Stylized) <i>OdorGuard Filters</i>	RN: 1663773 SN: 74010765	Registered: November 5, 1991 Filed: December 14, 1989
D-Mark, Inc.	U.S.	ADSORBALL	RN: 1794223 SN: 74203912	Registered: September 21, 1993 Filed: September 16, 1991
D-Mark, Inc.	U.S.	A BREATH OF FRESH AIR	RN: 2702871 SN: 75835756	Registered: April 1, 2003

Owner	Country	Trademark	Reg./Appl No.	Key Dates
				Filed: October 29, 1999
D-Mark, Inc.	U.S.	THE CARBON FILTER SPECIALISTS	RN: 3166311 SN: 78539614	Registered: October 31, 2006 Filed: December 29, 2004
D-Mark, Inc.	U.S.	D-MARK	RN: 6682398 SN: 90370376	Registered: March 29, 2022 Filed: December 9, 2020
D-Mark, Inc.	Canada	CARBONWEB	RN: TMA377444 SN: 73705267	Registered: December 21, 1990 Filed: February 15, 1988
D-Mark, Inc.	Canada	D-MARK	RN: TMA265381 SN: 0458282	Registered: December 24, 1981 Filed: September 3, 1980
D-Mark, Inc.	Canada	ADSORBALL	RN: TMA413155 SN: 0697817	Registered: June 4, 1993 Filed: January 28, 1992
D-Mark, Inc.	Canada	THE CARBON FILTER SPECIALISTS	RN: TMA683498 SN: 1259692	Registered: March 13, 2007 Filed: May 26, 2005
D-Mark, Inc.	Canada	D-MARK	RN: 2080083	Filed: January 27, 2021

Owner	Country	Trademark	Reg./Appl No.	Key Dates
D-Mark, Inc.	Mexico	D-MARK THE CARBON FILTER SPECIALISTS	RN: 922489 SN: 764967	Registered: February 27, 2006 Filed: February 9, 2006
Permatron Corporation	U.S.	ACCUMULATOR CHAMBER	RN: 1695955 SN: 74193604	Registered: June 23, 1992 Filed: August 12, 1991
Permatron Corporation	U.S.	DURALOFT	RN: 2394735 SN: 75565115	Registered: October 17, 2000 Filed: October 5, 1998
Permatron Corporation	U.S.	DUST EATER	RN: 1385894 SN: 73536317	Registered: March 11, 1986 Filed: May 7, 1985
Permatron Corporation	U.S.	HAILSTOP	RN: 4554569 SN: 85930123	Registered: June 24, 2014 Filed: May 13, 2013
Permatron Corporation	U.S.	LIFESTYLE	RN: 1907240 SN: 74514080	Registered: July 25, 1995 Filed: April 19, 1994
Permatron Corporation	U.S.	MAGNAMOUNT	RN: 5086194 SN: 86972866	Registered November 22, 2016 Filed: April 12, 2016
Permatron Corporation	U.S.	PERMA-COOL	RN: 2120605 SN: 75153277	Registered: December 9, 1997

Owner	Country	Trademark	Reg./Appl No.	Key Dates
				Filed: August 20, 1996
Permatron Corporation	U.S.	PERMAFLO and Design 	RN: 2970438 SN: 78412336	Registered: July 19, 2005 Filed: May 3, 2004
Permatron Corporation	U.S.	PERMATRON	RN: 1098043 SN: 73126917	Registered: August 1, 1978 Filed: May 17, 1977
Permatron Corporation	U.S.	PREVENT and Design 	RN: 2899905 SN: 78320926	Registered: November 2, 2004 Filed: October 30, 2003
Permatron Corporation	Canada	ACCUMULATOR CHAMBER	RN: TMA409441 SN: 0686524	Registered: March 12, 1993 Filed: July 24, 1991
Permatron Corporation	Canada	DUST-PLUS	RN: TMA368781 SN: 0605212	Registered: May 18, 1990 Filed: April 19, 1988
Permatron Corporation	Canada	PERMATRON	RN: TMA358412 SN: 0612810	Registered: July 14, 1989 Filed: August 10, 1988
Permatron Corporation	Canada	PERMA-COOL	RN: TMA511778 SN: 0831799	Registered: May 13, 1999 Filed: December 17,

Owner	Country	Trademark	Reg./Appl No.	Key Dates
				1996
Permatron Corporation	Canada		RN: TMA649361 SN: 1215261	Registered: September 29, 2005 Filed: April 29, 2004
Permatron Corporation	United Kingdom (Madrid Designation)		RN: 1382033 SN: 1382033	Registered: April 4, 2018 Filed: October 18, 2017
Permatron Corporation	WIPO		RN: 1382033 SN: 1382033	Registered: October 18, 2017 Filed: October 18, 2017
Viskon-Aire Corporation	U.S.	VISKON-AIRE	RN: 764676 SN: 72167215	Registered: February 11, 1964 Filed: April 22, 1963