

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM779877

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900734553 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LASKO OPERATION HOLDINGS, LLC | | 12/30/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HPS INVESTMENT PARTNERS, LLC, as Collateral Agent | | |
| Street Address: | 40 WEST 57TH STREET, 33RD FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6570403 | SLUMBER BREEZE | |
| Registration Number: | 6123418 | MOTION HEAT | |
| Registration Number: | 5998036 | XBLOWER | |
| Registration Number: | 2972778 | VISION BY AIRKING | |
| Registration Number: | 2759990 | HUMIDISENSE | |
| Registration Number: | 2405675 | AIR KING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028357586 | | |
| <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: | 202-835-7500 | | |
| Email: | dcip@milbank.com | | |
| Correspondent Name: | Javier J. Ramos | | |
| Address Line 1: | 1850 K Street, NW, Suite 1100 | | |
| Address Line 2: | Milbank, LLP | | |
| Address Line 4: | Washington, D.C. 20006 | | |
| ATTORNEY DOCKET NUMBER: | 34408.02600 | | |
| NAME OF SUBMITTER: | Javier J. Ramos | | |

| | |
|---|-------------------|
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 01/11/2023 |
| Total Attachments: 4 source=06. HPS-Lasko-Trademark Security Agreement (Fifth Amendment) (executed)#page1.tif source=06. HPS-Lasko-Trademark Security Agreement (Fifth Amendment) (executed)#page2.tif source=06. HPS-Lasko-Trademark Security Agreement (Fifth Amendment) (executed)#page3.tif source=06. HPS-Lasko-Trademark Security Agreement (Fifth Amendment) (executed)#page4.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2021 (this “Agreement”), is made by the signatory hereto indicated as a “Grantor” (“Grantor”) in favor of HPS Investment Partners, LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, Grantor is the owner of certain trademarks and trademark applications as indicated in the attached Schedule of Trademarks, and the registrations and applications associated therewith (collectively, the “Trademarks”);

WHEREAS, Grantor is party to that certain Pledge and Security Agreement dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

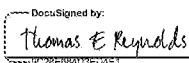
NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

[Remainder of this page intentionally left blank]

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

GRANTOR:

LASKO OPERATION HOLDINGS, LLC, a
Delaware limited liability company

By:  _____
Name: Tom Reynolds
Title: Chief Financial Officer

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent,

By: _____

Name: Vikas Keshwani

Title: Managing Director

SCHEDULE OF TRADEMARKS

| MARK | SERIAL NUMBER | REGISTRATION NUMBER | REGIS. DATE |
|-------------------|------------------|------------------------|-------------|
| SLUMBER BREEZE | 90058992 | 6570403 | 11/23/21 |
| MOTION HEAT | 88735032 | 6123418 | 08/11/20 |
| XBLOWER | 88208407 | 5998036 | 02/25/20 |
| VISION BY AIRKING | 78155973 | 2972778 | 07/19/05 |
| HUMIDISENSE | 76363860 | 2759990 | 09/02/03 |
| AIR KING | 75742931 | 2405675 | 11/21/00 |