

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774827

<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>
DELTA T, LLC		09/24/2021	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as collateral agent		
<b>Street Address:</b>	333 Commerce Street, Suite 800		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4420562	AIRFENCE	
Registration Number:	3018563	POWERFOIL	
Registration Number:	3006549	BIG ASS FANS	
Registration Number:	3525640	BIG ASS	
Registration Number:	3897574	YELLOW JACKET	
Registration Number:	2678232	BIG ASS FANS	
Registration Number:	2912647	BIG ASS FANS	
Registration Number:	3876202	BIG ASS FANS	
Registration Number:	4219432	BIG ASS FANS	
Registration Number:	3726586	ISIS	
Registration Number:	3726619	AIRGO	
Registration Number:	5797569		
Registration Number:	4122086	HAIKU	
Registration Number:	4150272	BIG FANS	
Registration Number:	4249523	NO EQUAL	
Registration Number:	4498677	SWEAT BEE	
Registration Number:	4568783	BASIC 6	
Registration Number:	4318798	BAFWORKS	
Registration Number:	4257740	BIG ASS	

CH \$1415.00 4420562

Property Type	Number	Word Mark
Registration Number:	4257767	BIG ASS
Registration Number:	4637777	BIG ASS
Registration Number:	4569204	ESSENCE
Registration Number:	5360220	
Registration Number:	5360232	
Registration Number:	5360233	
Registration Number:	4861236	SENSEME
Registration Number:	4852440	BLACK JACK
Registration Number:	4864450	DEWTECT
Registration Number:	5561361	BIG ASS LIGHT
Registration Number:	5498125	HAIKU
Registration Number:	6029411	
Registration Number:	6080355	AIREYE
Registration Number:	5459959	AIREYE
Registration Number:	5728657	BIG ASS
Registration Number:	5391998	BIG ASS
Registration Number:	6030573	l6
Registration Number:	5834931	BIG ASS
Registration Number:	5834932	BIG ASS
Registration Number:	5845676	
Registration Number:	6188691	HAPP'D
Registration Number:	5983193	SPECLAB
Registration Number:	6207183	POWERFOIL X
Registration Number:	6207246	POWERFOIL X
Registration Number:	6135034	FOR THE WORLD'S BEST AIRFLOW - GO YELLOW
Registration Number:	6080247	GO YELLOW
Registration Number:	6398136	ES6
Registration Number:	4673901	COOL-SPACE
Registration Number:	4788167	COOL-SPACE
Registration Number:	4874634	THIN SHEET
Registration Number:	5150739	ART DOESN'T ALWAYS FIT IN A FRAME
Registration Number:	5498148	H
Registration Number:	5242243	ARTISAN COLLECTION
Registration Number:	5487011	HVLS JET
Registration Number:	5487012	HVLS JET BY BIG ASS FANS
Serial Number:	87820776	BAFCON
Serial Number:	88904676	TOTAL FAN VALUE

**CORRESPONDENCE DATA****Fax Number:** 2028357586

*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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	30045.00313
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<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
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<b>SIGNATURE:</b>	/Javier J. Ramos/
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<b>DATE SIGNED:</b>	12/16/2022
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 24, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (each individually a “**Grantor**” and collectively, the “**Grantors**”) in favor of U.S. Bank National Association, as collateral agent for the Secured Notes Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of June 21, 2021 (as supplemented as of the date hereof and as may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2. Grant of Security Interest in Trademarks

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the United States registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Collateral, 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 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 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart by "pdf" or other electronic transmission shall be deemed to be an original and any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DELTA T, LLC**, as Grantor

By: \_\_\_\_\_

Name: John Udelhofen

Title: Vice President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement (Notes)]

**TRADEMARK**  
**REEL: 007923 FRAME: 0707**




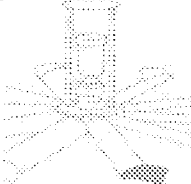


Accepted and Agreed:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By: Wally Jones  
Name: Wally Jones  
Title: Vice President

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**


#	Grantor	Jurisdiction	Trademark	Registration Number/ (Serial Number)	Registration Date/(Filing Date)
1.	Delta T, LLC	United States	AIRFENCE	4420562	Oct. 22, 2013
2.	Delta T, LLC	United States	POWERFOIL	3018563	Nov. 22, 2005
3.	Delta T, LLC	United States		3006549	Oct. 11, 2005
4.	Delta T, LLC	United States		3525640	Oct. 28, 2008
5.	Delta T, LLC	United States	YELLOW JACKET	3897574	Dec. 28, 2010
6.	Delta T, LLC	United States	BIG ASS FAN	2678232	Jan. 21, 2003
7.	Delta T, LLC	United States		2912647	Dec. 21, 2004
8.	Delta T, LLC	United States	BIG ASS FANS	3876202	Nov. 16, 2010
9.	Delta T, LLC	United States	BIG ASS FANS	4219432	Oct. 2, 2012
10.	Delta T, LLC	United States	ISIS	3726586	Dec. 15, 2009
11.	Delta T, LLC	United States	AIRGO	3726619	Dec. 15, 2009
12.	Delta T, LLC	United States		5797569	July 9, 2019
13.	Delta T, LLC	United States	HAIKU	4122086	Apr. 3, 2012
14.	Delta T, LLC	United States		4,150,272	May 29, 2012
15.	Delta T, LLC	United States	NO EQUAL	4249523	Nov. 27, 2012
16.	Delta T, LLC	United States	SWEAT BEE	4498677	Mar. 18, 2014
17.	Delta T, LLC	United States	BASIC 6	4568783	July 15, 2014
18.	Delta T, LLC	United States	BAFWORKS	4318798	Apr. 9, 2013
19.	Delta T, LLC	United States	BIG ASS	4257740	Dec. 11, 2012
20.	Delta T, LLC	United States	BIG ASS	4257767	Dec. 11, 2012
21.	Delta T, LLC	United States	BIG ASS	4637777	Nov. 11, 2014
22.	Delta T, LLC	United States	ESSENCE	4569204	July 15, 2014
23.	Delta T, LLC	United States		5360220	Dec. 19, 2017



#	Grantor	Jurisdiction	Trademark	Registration Number/ (Serial Number)	Registration Date/(Filing Date)
24.	Delta T, LLC	United States		5360232	Dec. 19, 2017
25.	Delta T, LLC	United States		5360233	Dec. 19, 2017
26.	Delta T, LLC	United States	SENSEME	4861236	Nov. 24, 2015
27.	Delta T, LLC	United States	BLACK JACK	4852440	Nov. 10, 2015
28.	Delta T, LLC	United States	DEWTECT	4864450	Dec. 1, 2015
29.	Delta T, LLC	United States	BIG ASS LIGHT	5561361	Sept. 11, 2018
30.	Delta T, LLC	United States	HAIKU	5498125	June 19, 2018
31.	Delta T, LLC	United States		6029411	Apr. 7, 2020
32.	Delta T, LLC	United States	AIREYE	6080355	June 16, 2020
33.	Delta T, LLC	United States	AIREYE	5459959	May 1, 2018
34.	Delta T, LLC	United States	BIG ASS	5728657	Apr. 16, 2019
35.	Delta T, LLC	United States		5391998	Jan. 30, 2018
36.	Delta T, LLC	United States	BAFCON	87/820776	Mar. 5, 2018
37.	Delta T, LLC	United States	I6	6030573	Apr. 7, 2020
38.	Delta T, LLC	United States	BIG ASS	5834931	Aug. 13, 2019
39.	Delta T, LLC	United States	BIG ASS	5834932	Aug. 13, 2019
40.	Delta T, LLC	United States		5845676	Aug. 27, 2019
41.	Delta T, LLC	United States	EXCEPTIONALLY ENGINEERED	6188691	Oct.. 27, 2020
42.	Delta T, LLC	United States	SPECLAB	5983193	Feb. 11, 2020
43.	Delta T, LLC	United States	POWERFOIL X	6207183	Nov. 24, 2020
44.	Delta T, LLC	United States		6207246	Nov. 24, 2020
45.	Delta T, LLC	United States	For the World's Best Airflow – Go Yellow	6135034	Aug. 25, 2020
46.	Delta T, LLC	United States	GO YELLOW	6080247	June 16, 2020
47.	Delta T, LLC	United States	TOTAL FAN VALUE	88/904676	May 7, 2020
48.	Delta T, LLC	United States	ES6	6398136	June 22, 2021
49.	Delta T, LLC	United States	COOL-SPACE	4673901	Jan. 20, 2015
50.	Delta T, LLC	United States		4788167	Aug. 11, 2015
51.	DELTA T, LLC	United States	THIN SHEET	4874634	December 22, 2015
52.	DELTA T, LLC	United States	ART DOESN'T ALWAYS FIT IN A FRAME	5150739	February 28, 2017

Schedule A to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007923 FRAME: 0710**

#	Grantor	Jurisdiction	Trademark	Registration Number/ (Serial Number)	Registration Date/(Filing Date)
53.	Delta T, LLC	United States		5498148	June 19, 2018
54.	Delta T, LLC	United States	ARTISAN COLLECTION	5242243	July 11, 2017
55.	Delta T, LLC	United States	HVLS JET	5487011	June 5, 2018
56.	Delta T, LLC	United States	HVLS JET BY BIG ASS FANS	5487012	June 5, 2018