

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		02/21/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Mobile Air, LLC, a Michigan limited liability company		
Street Address:	298 Messner Drive		
City:	Wheeling		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	Limited Liability Company: MICHIGAN		
Name:	Reliable Construction Heating & Cooling, LLC, a Delaware limited liability company		
Street Address:	298 Messner Drive		
City:	Wheeling		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Tioga Air Heaters, LLC, a Delaware limited liability company		
Street Address:	298 Messner Drive		
City:	Wheeling		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3686880	CHAMPIONS OF CHILL	
Registration Number:	3699737	HEROES OF HEAT	
Registration Number:	3680722	MOBILE AIR FORCE	
Registration Number:	2125210	FIRE AND ICE	
Registration Number:	1340532	TIOGA AIR HEATERS	
Registration Number:	5314734	TIOGA	

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Property Type	Number	Word Mark
Registration Number:	5314735	TIOGA

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 214-651-5785

Email: eric.benoliel@haynesboone.com

Correspondent Name: Eric Benoliel c/o Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 2: 34547.00024

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	34547.24
NAME OF SUBMITTER:	Eric Benoliel
SIGNATURE:	/Eric Benoliel/
DATE SIGNED:	02/21/2023

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of February 21, 2023, is made by Antares Capital LP, as Collateral Agent (the “Collateral Agent”), in favor of (i) Mobile Air, LLC, a Michigan limited liability company, (ii) Reliable Construction Heating & Cooling, LLC, a Delaware limited liability company and (iii) Tioga Air Heaters, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Credit Agreement, the Security Agreement or the IP Security Agreement (each as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 7, 2019 (as amended restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, the other parties party thereto, the several lenders from time to time party thereto and Antares Capital LP, as the Administrative Agent and the Collateral Agent, and that certain Security Agreement, dated as of March 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the Collateral Agent and the other parties party thereto, the Grantors executed and delivered in favor of the Collateral Agent that certain Trademark Security Agreement, as listed in Annex I attached hereto (the “IP Security Agreement”), which was recorded with the United States Patent and Trademark Office (the “USPTO”), as specified in Annex I;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, Patents and Copyrights that was not Excluded Property, including those listed on Annex II attached hereto (collectively, the “Collateral”);

WHEREAS, the Collateral Agent now desires to terminate and release the IP Security Agreement and the entirety of its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby (i) terminates, cancels, releases, relinquishes, discharges and reassigns to the Grantors, in its entirety, for the benefit of the Grantors and their successors and assigns, its security interest in and to the Collateral, (ii) terminates and releases the IP Security Agreement described on Annex I attached hereto, and (iii) reassigns to each Grantor, any right, title or interest it may have in the Collateral of such Grantor. The Collateral Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Collateral Agent’s security interest in the Collateral.

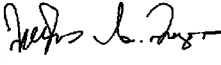
Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed copy of this Release. Electronic signatures will have the same force and effect as manual signatures.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

ANTARES CAPITAL LP,
as the Collateral Agent

By:  _____

Name: Hector Del Razo

Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 007976 FRAME: 0827




ANNEX I

Trademark Security Agreement:

Trademark Security Agreement made by Mobile Air, LLC, Reliable Construction Heating & Cooling, LLC, and Tioga Air Heaters, LLC, dated as of March 7, 2019 and recorded with the USPTO on March 8, 2019 at Reel 6585, Frame 0773.

ANNEX II

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
CHAMPION OF CHILL	3686880	September 22, 2009	Mobile Air, LLC
HEROES OF HEAT	3699737	October 20, 2009	Mobile Air, LLC
MOBILE AIR FORCE	3680722	September 8, 2009	Mobile Air, LLC
FIRE AND ICE (Work and Design) 	2125210	December 30, 1997	Reliable Construction Heating & Cooling, LLC
TIOGA AIR HEATERS 	1340532	June 11, 1985	Tioga Air Heaters, LLC
TIOGA	5314734	October 24, 2017	Tioga Air Heaters, LLC
TIOGA 	5314735	October 24, 2017	Tioga Air Heaters, LLC