

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804857

<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>
Tronair, Inc.		04/21/2023	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Northbridge Credit LLC, as Agent		
<b>Street Address:</b>	11 West 42nd Street		
<b>Internal Address:</b>	13th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3858292	SOFTCAPTURE	
<b>Registration Number:</b>	4416936	TRONAIR	
<b>Registration Number:</b>	4416937	TRONAIR	
<b>Registration Number:</b>	5030796	EAGLELOGICALLY FRIENDLY	
<b>Registration Number:</b>	5053280	EAGLE BOB TAIL	
<b>Registration Number:</b>	5352933	XL	
<b>Registration Number:</b>	5234796	EAGLE	
<b>Registration Number:</b>	5234783	EAGLE	
<b>Registration Number:</b>	5070226	XM	
<b>Registration Number:</b>	5041187	JETPORTER TRONAIR	
<b>Registration Number:</b>	5041196	J	
<b>Registration Number:</b>	5350329	EBIS	
<b>Registration Number:</b>	5969029	EBIS	
<b>Registration Number:</b>	1023127	MALABAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 3858292

**Phone:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Ste. 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7821.037

**NAME OF SUBMITTER:** Kristen N. Lange

**SIGNATURE:** /kristenlange/

**DATE SIGNED:** 04/21/2023

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2023, by Tronair, Inc., a Georgia corporation ("Grantor"), in favor of CIT NORTHBRIDGE CREDIT LLC ("Agent"), as Agent for the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of even date herewith (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the ("Loan Agreement") by and among Grantor, Tronair Parent Inc., a Delaware corporation ("Borrower Agent"), the Subsidiaries of Borrower Agent designated as a Borrower thereunder (together with Borrower Agent and Grantor collectively, "Borrowers"), each of the other Persons from time to time party thereto as "Guarantors", Agent and the financial institutions ("Lenders") from time to time party thereto, Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure prompt payment and performance of the Obligations, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its registered trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Loan Agreement, all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (d) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. At the time that the conditions set forth in Section 12.2 (*Agreements Regarding Collateral; Borrower Materials; Credit Bidding*) of the Loan Agreement are satisfied, the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this Trademark Security Agreement and all obligations of Agent and Grantor hereunder shall immediately and automatically terminate and all rights to the Trademark Collateral shall immediately and automatically revert to the Grantor.

4. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. **GOVERNING LAW.** This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Agent may (but shall have no obligation to) accept any signature, contract formation or record-keeping through electronic means, which shall have the same legal validity and enforceability as manual or paper-based methods, to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. Upon request by Agent, any electronic signature or delivery shall be promptly followed by a manually executed or paper document.

[signature pages follow]

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

**GRANTOR:**

**TRONAIR, INC.**

By: 

Name: Paul Schwarzbaum

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**CIT NORTHBRIDGE CREDIT LLC,**  
as Agent

By:   
Name: Rebecca L. Bruch  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**US Trademarks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
SOFTCAPTURE	3858292	10/05/2010	Registered	Tronair, Inc.
TRONAIR	4416936	10/15/2013	Registered	Tronair, Inc.
TRONAIR and Design 	4416937	10/15/2013	Registered	Tronair, Inc.
EAGLELOGICALLY FRIENDLY and Design 	5030796	08/30/2016	Registered	Tronair, Inc.
EAGLE BOB TAIL	5053280	10/04/2016	Registered	Tronair, Inc.
XL and Design 	5352933	12/12/2017	Registered	Tronair, Inc.
EAGLE and Design 	5234796	07/04/2017	Registered	Tronair, Inc.
EAGLE	5234783	07/04/2017	Registered	Tronair, Inc.
XM and Design 	5070226	10/25/2016	Registered	Tronair, Inc.
JETPORTER TRONAIR 	5041187	09/13/2016	Registered	Tronair, Inc.
J and Design 	5041196	09/13/2016	Registered	Tronair, Inc.
EBIS	5350329	12/05/2017	Registered	Tronair, Inc.
EBIS and Design 	5969029	01/21/2020	Registered	Tronair, Inc.
MALABAR	1023127	10/21/1975	Registered	Tronair, Inc.