

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM851646

<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>
AirX Climate Solutions, Inc.		11/07/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as administrative agent and collateral agent		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5345189	S	
<b>Registration Number:</b>	5345190	SPECIFIC SYSTEMS	
<b>Registration Number:</b>	6289633	INPAC	
<b>Registration Number:</b>	6217105	INPAC	
<b>Registration Number:</b>	6018049	SPECIFIC SYSTEMS	
<b>Registration Number:</b>	6018050	SS	
<b>Registration Number:</b>	5531100	CLASSAIRE	
<b>Registration Number:</b>	7083834	DYNALINE	
<b>Registration Number:</b>	3868130	DYNAPACK	
<b>Registration Number:</b>	3755669	GREENCUBE	
<b>Registration Number:</b>	5702788	GREENPAC	
<b>Registration Number:</b>	2666481	GREENWHEEL	
<b>Registration Number:</b>	7130010	ICE INDUSTRIAL CLIMATE ENGINEERING	
<b>Registration Number:</b>	4838574	INDUSTRIAL CLIMATE ENGINEERING	
<b>Registration Number:</b>	2728803	MARVAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			

CH \$390.00 5345189

**Phone:** 212-969-3000  
**Email:** ypan@proskauer.com  
**Correspondent Name:** Ke Yang Xia  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

**ATTORNEY DOCKET NUMBER:** 11668.561

**NAME OF SUBMITTER:** Ke Yang Xia

**SIGNATURE:** /Ke Yang Xia/

**DATE SIGNED:** 11/07/2023

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of November 7, 2023, is made by AirX Climate Solutions, Inc., a Delaware corporation (“**AirX**” or “**Grantor**”) in favor of Ares Capital Corporation, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of November 7, 2023 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among ACS Celsius Midco III, LLC, a Delaware limited liability company (“**Holdings**”), ACS Celsius Merger Sub, Inc., a Delaware corporation (“**Initial Borrower**”), AirX (immediately following, and at any time after, the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), the “**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to Initial Borrower and Borrower, as applicable, upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Initial Borrower and Borrower, as applicable; and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its United States Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For clarity, no Excluded Property shall be deemed Trademark Collateral.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty 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 Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. Governing Law. This Trademark Security Agreement 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 PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

**AIRX CLIMATE SOLUTIONS, INC.**,  
a Delaware corporation,  
as a Grantor

By:   
Name: Rick Aldridge  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**ARES CAPITAL CORPORATION**, as Agent

By: \_\_\_\_\_  
Name: Jim Miller  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned 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.

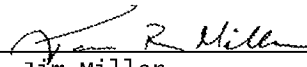
Very truly yours,

**AIRX CLIMATE SOLUTIONS, INC.**, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**ARES CAPITAL CORPORATION**, as Agent

By:   
Name: Jim Miller  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
S and Design 	United States	87383477	3/23/2017	5345189	11/28/2017	Registered	AirX Climate Solutions, Inc.
SPECIFIC SYSTEMS	United States	87383496	3/23/2017	5345190	11/28/2017	Registered	AirX Climate Solutions, Inc.
INPAC	United States	87383533	3/23/2017	6289633	3/9/2021	Registered	AirX Climate Solutions, Inc.
INPAC	United States	87904124	5/2/2018	6217105	12/8/2020	Registered	AirX Climate Solutions, Inc.
SPECIFIC SYSTEMS	United States	88590929	8/23/2019	6018049	3/24/2020	Registered	AirX Climate Solutions, Inc.
SS and Design 	United States	88590933	8/23/2019	6018050	3/24/2020	Registered	AirX Climate Solutions, Inc.
CLASSAIRE	United States	87304026	1/17/2017	5531100	7/31/2018	Registered	AirX Climate Solutions, Inc.
DYNALINE	United States	97278445	2/22/2022	7083834	6/20/2023	Registered	AirX Climate Solutions, Inc.
DYNAPACK	United States	77652268	1/19/2009	3868130	10/26/2010	Registered (Renewed)	AirX Climate Solutions, Inc.
GREENCUBE	United States	77585938	10/6/2008	3755669	3/2/2010	Registered (Renewed)	AirX Climate Solutions, Inc.
GREENPAC	United States	88068127	8/7/2018	5702788	3/19/2019	Registered	AirX Climate Solutions, Inc.
GREENWHEEL	United States	76388943	3/28/2002	2666481	12/24/2002	Registered (Renewed)	AirX Climate Solutions, Inc.
ICE INDUSTRIAL CLIMATE ENGINEERING and Design 	United States	97279324	2/22/2022	7130010	8/8/2023	Registered	AirX Climate Solutions, Inc.
INDUSTRIAL CLIMATE ENGINEERING	United States	86308246	6/12/2014	4838574	10/20/2015	Registered (Supplemental Register)	AirX Climate Solutions, Inc.
MARVAIR	United States	76388942	3/28/2002	2728803	6/24/2003	Registered (Renewed)	AirX Climate Solutions, Inc.