

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ohio Transmission LLC		12/19/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3128662	AIR TECHNOLOGIES	
Registration Number:	3474661	SURVAIR	
Registration Number:	3443732	MODULAIR	
Registration Number:	2368849	MONITAIR	
Registration Number:	2459926	MANAGAIR	
Registration Number:	2366612	DIRECTAIR	
Serial Number:	98192980	DRIVING EFFICIENCY FORWARD	
Serial Number:	97442360	OTC INDUSTRIAL TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0648		

CH \$215.00 3128662

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	12/19/2023
Total Attachments: 6 source=OTC - Trademark Security Agreement [Executed]_WEIL_99479796_1(147157537.1)#page1.tif source=OTC - Trademark Security Agreement [Executed]_WEIL_99479796_1(147157537.1)#page2.tif source=OTC - Trademark Security Agreement [Executed]_WEIL_99479796_1(147157537.1)#page3.tif source=OTC - Trademark Security Agreement [Executed]_WEIL_99479796_1(147157537.1)#page4.tif source=OTC - Trademark Security Agreement [Executed]_WEIL_99479796_1(147157537.1)#page5.tif source=OTC - Trademark Security Agreement [Executed]_WEIL_99479796_1(147157537.1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 19, 2023 (this "Agreement"), by and among Laron, LLC, an Arizona limited liability company, ICS Distribution, LLC, a Texas limited liability company, Ohio Transmission LLC, an Ohio limited liability company (each, a "Grantor"), and Antares Capital LP, in its capacities as administrative agent for the Lenders (as defined in the Credit Agreement referred to in the Security Agreement referred to below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to in the Security Agreement referred to below) (in such capacities, together with its successors in such capacities, the "Agent").

Reference is hereby made to that certain Pledge and Security Agreement, dated as of December 19 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all rights to sue or otherwise recover for past, present and future misappropriations or infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (c) all income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future misappropriations or infringements; and
- (d) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset; provided that, for the avoidance of doubt, any proceeds or receivables arising out of any Excluded Asset shall not constitute an Excluded Asset and shall be included within the IP Collateral unless such proceeds or receivables separately constitute an Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security

interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. CONSENT TO JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY REQUIREMENTS OF LAW, FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY REQUIREMENTS OF LAW. EACH PARTY HERETO AGREES THAT THE AGENT RETAINS THE RIGHT TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ITS RIGHTS UNDER THIS AGREEMENT.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY REQUIREMENTS OF LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(c) TO THE EXTENT PERMITTED BY REQUIREMENTS OF LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01 OF THE CREDIT

AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY REQUIREMENTS OF LAW.

SECTION 6. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 or Section 9.22 of the Credit Agreement, as applicable.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that such Grantor shall reasonably request (such release documentation to be in a form reasonably satisfactory to the Grantor) to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 6 shall be without recourse to or representation or warranty by the Agent or any Secured Party (other than as to the Agent's authority to execute and deliver such documents). Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 6 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 6.

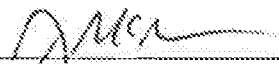
SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED IN THE IP COLLATERAL TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank]

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

LARON, LLC
ICS DISTRIBUTION, LLC
OHIO TRANSMISSION LLC
each, as a Grantor

By: 
Name: Adam McMahon
Title: Chief Financial Officer and Treasurer

ANTARES CAPITAL LP,
as the Agent

Beth L Troyer

By: _____

Name: Beth Troyer

Title: Duly Authorized Signatory

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations:

Registered Owner	Mark	Registration Number	Registration Date
Laron, LLC	LARON	4982994	6/21/2016
Laron, Inc.	LARON	77476632	10/12/2010
ICS Distribution, LLC	SITEAIR SITEAIR	6472200	8/31/2021
Ohio Transmission LLC	AIR TECHNOLOGIES AIR TECHNOLOGIES	3128662	08/15/06
Ohio Transmission LLC	SURVAIR	3474661	07/29/08
Ohio Transmission LLC	MODULAIR	3443732	06/10/08
Ohio Transmission LLC	MONTAIR	2368849	07/18/00
Ohio Transmission LLC	MANAGAIR	2459926	06/12/01
Ohio Transmission LLC	DIRECTAIR	2366612	07/11/00

Applied for U.S. Trademark Registrations:

Applicant	Mark	Serial Number	Application Date
Ohio Transmission LLC	DRIVING EFFICIENCY FORWARD	98192980	9/22/2023
Ohio Transmission LLC	OTC INDUSTRIAL TECHNOLOGIES	97442360	6/3/2022