

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555897

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marvair, Inc.		12/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as the Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4689851	COIL COP
Registration Number:	4689850	COIL COP
Registration Number:	2669045	COMPAC
Registration Number:	3868130	DYNAPACK
Registration Number:	2666247	EUBANK
Registration Number:	3755669	GREENCUBE
Registration Number:	2666481	GREENWHEEL
Registration Number:	4838574	INDUSTRIAL CLIMATE ENGINEERING
Registration Number:	2728803	MARVAIR
Serial Number:	87304026	CLASSAIRE

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1171307 TM IPSA 2
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	01/03/2020
Total Attachments: 6 source=2 Joinder to 2L Trademark Security Agreement - Airxcel - Filing#page2.tif source=2 Joinder to 2L Trademark Security Agreement - Airxcel - Filing#page3.tif source=2 Joinder to 2L Trademark Security Agreement - Airxcel - Filing#page4.tif source=2 Joinder to 2L Trademark Security Agreement - Airxcel - Filing#page5.tif source=2 Joinder to 2L Trademark Security Agreement - Airxcel - Filing#page6.tif source=2 Joinder to 2L Trademark Security Agreement - Airxcel - Filing#page7.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of December 31, 2019 (this “Agreement”), among Marvair, Inc., a Delaware corporation (the “Grantor”), and Morgan Stanley Senior Funding, Inc. (“MSSF”), as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of April 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement, dated as of April 27, 2018 (as amended by Amendment No. 1 to Second Lien Credit Agreement, dated as of December 20, 2019, by and among AXL Interim Holdings, Inc., a Delaware corporation (“Holdings”), Airxcel, Inc., a Delaware corporation (“Airxcel” and the “Borrower”), the Second Lien Lenders party thereto and MSSF, as administrative agent and collateral agent (in such capacities, the “Agent”), and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Holdings, the Borrower, the lenders from time to time party thereto (the “Second Lien Lenders”) and the Agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law and all proceeds of the foregoing, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”), to the extent the foregoing items constitute Collateral.


SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

MARVAIR, INC.

By: 
Name: Matt Lischick
Title: Vice President

MORGAN STANLEY SENIOR
FUNDING, INC.,
as the Collateral Agent


By: 

Name: Jordan ransom

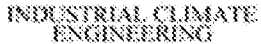
Title: Authorized signatory

SCHEDULE I

TRADEMARKS

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
CLASSAIRE SN: 87-304026 RN: 5,531,100	Registered: July 31, 2018 Filed: January 17, 2017	(Int'l Class: 11) Air conditioners; Heat pumps	Marvair, Inc.
COIL COP COIL COP SN:86-162366 RN: 4,689,851	Registered: February 17, 2015 Int'l Class: 9 First Use: January 21, 2014 Filed: January 10, 2014 Published: June 10, 2014 Allowed: August 5, 2014	(Int'l Class: 9) Theft deterrent system comprised of electronic alarm circuit, alarm sensors and alarm siren for air conditioners and heat pumps	Marvair, Inc.
COIL COP and Design  SN:86-162345 RN: 4,689,850	Registered: February 17, 2015 Int'l Class: 9 First Use: January 21, 2014 Filed: January 10, 2014 Published: June 10, 2014 Allowed: August 5, 2014	(Int'l Class: 9) Theft deterrent system comprised of electronic alarm circuit, alarm sensors and alarm siren for air conditioners and heat pumps	Marvair, Inc.

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
COMPAC SN:76-388944 RN:2,669,045	Renewed December 31, 2012 Int'l Class: 11 First Use: April, 1987 Filed: March 28, 2002 Published: October 8, 2002 Registered: December 31, 2002	(Int'l Class: 11) Air conditioners	Marvair, Inc.
DYNAPACK DYNAPACK SN:77-652268 RN:3,868,130	Registered 8 & 15 March 4, 2016 Int'l Class: 11 First Use: June 24, 2010 Filed: January 19, 2009 Published: May 5, 2009 Allowed: July 28, 2009 Registered October 26, 2010	(Int'l Class: 11) Packaged air conditioner and gas heater for indoor wall-mounting	Marvair, Inc.
EUBANK RN: 2,666,247	Renewed Filed: February 4, 2002 Registered: December 24, 2002	(Int'l Class: 11) Heating and air conditioning units and parts therefor sold together as a unit	Marvair, Inc.
GREENCUBE GREENCUBE SN:77-585938 RN:3,755,669	Registered 8 & 15 April 2, 2015 Int'l Class: 11 First Use: October 7, 2009 Filed: October 6, 2008 Published: February 24, 2009 Allowed: May 19, 2009 Registered March 2, 2010	(Int'l Class: 11) Energy recovery ventilators for hvac units	Marvair, Inc.

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
<p>GREENWHEEL</p> <p>SN:76-388943 RN:2,666,481</p>	<p>Renewed December 24, 2012</p> <p>Int'l Class: 11 First Use: June, 1993 Filed: March 28, 2002 Published: October 1, 2002 Registered: December 24, 2002</p>	<p>(Int'l Class: 11) Energy recovery ventilator</p>	<p>Marvair, Inc.</p>
<p>INDUSTRIAL CLIMATE ENGINEERING</p> <p></p> <p>SN:86-308246 RN: 4,838,574</p> <p>SUPPLEMENTAL REGISTER</p>	<p>Registered: October 20, 2015</p> <p>Int'l Class: 11 First Use: January 26, 2015 Filed: June 12, 2014</p>	<p>(Int'l Class: 11) Air conditioners</p>	<p>Marvair, Inc.</p>
<p>MARVAIR</p> <p>SN:76-388942 RN:2,728,803</p>	<p>Renewed June 24, 2013</p> <p>Int'l Class: 9, 11 First Use: 1975 Filed: March 28, 2002 Published: April 1, 2003 Registered: June 24, 2003</p>	<p>(Int'l Class: 9) Thermostats and electronic controls for use with air conditioners (Int'l Class: 11) Air conditioners and heat pumps</p>	<p>Marvair, Inc.</p>