

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfect Aire, LLC		11/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
Internal Address:	22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6353487	PERFECT AIRE	
Registration Number:	6255205	PA PERFECT AIRE	
Registration Number:	6255204	PA PERFECT AIRE	
Registration Number:	5874894	PA PERFECT AIRE	
Registration Number:	4962595	PA PERFECT AIRE	
Registration Number:	4127645	PERFECT AIRE	
Registration Number:	6462650	ARCTIC WIND	
Registration Number:	6342321	ARCTIC WIND	
Registration Number:	5944666	ARCTIC WIND	
Registration Number:	5149973	ARCTIC WIND	
Registration Number:	6468379	DENALI AIRE	
Registration Number:	6180631	DENALI AIRE	
Registration Number:	5475836	PRO AIRE	
Registration Number:	4062486	WELLINGTON	
Serial Number:	90884631	HERITAGE	
Serial Number:	90289716	PRO AIRE	
Serial Number:	90501295	PRO AIRE	
Serial Number:	97001414	PRO AIRE	
TRADEMARK			

OP \$540.00 6353487

Property Type	Number	Word Mark
Serial Number:	87958772	DENALI AIRE
Serial Number:	90171839	ARCTIC WIND
Serial Number:	90171400	PERFECT AIRE

CORRESPONDENCE DATA

Fax Number: 8888295819

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: 8888295817

Email: trevor.harris@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 208 South LaSalle St.

Address Line 2: Suite 814

Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	12/01/2021

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 30th day of November, 2021, PERFECT AIRE, LLC, a Delaware limited liability company ("Grantor") with its principal place of business and mailing address at 5401 Dansher Road, Countryside, Illinois 60525, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to JPMORGAN CHASE BANK, N.A., with its mailing address at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois 60603, and its successors and assigns ("Lender"), and grants to Lender a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Security Agreement bearing even date herewith by and among Grantor, the other parties from time to time party thereto, and Lender, as the same may be amended, modified, or restated from time to time (the "Security Agreement"). Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as Grantor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with

respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PERFECT AIRE, LLC

[Faint, illegible text]

By *Vit J S*
Name VINCENT J. SWANNEY
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title: Authorized Officer


IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PERFECT AIRE, LLC

By _____
Name _____
Title _____

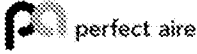


Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By  _____
Name Lisa Centomani
Title: Authorized Officer

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

Trademark	Registration Date	Registration Number
PERFECT AIRE	May 18, 2021	6,353,487
 perfect aire	January 26, 2021	6,255,205
	January 26, 2021	6,255,204
	October 1, 2019	5,874,894
	May 24, 2016	4,962,595
	April 17, 2012	4,127,645
Arctic Wind	August 24, 2021	6,462,650
ARCTIC WIND	May 4, 2021	6,342,321
ARCTIC WIND	December 24, 2019	5,944,666
ARCTIC WIND	February 28, 2017	5,149,973
	August 31, 2021	6,468,379
DENALI AIRE	October 20, 2020	6,180,631
	May 22, 2018	5,475,836
WELLINGTON	November 29, 2011	4.062.486

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
HERITAGE	August 16, 2021	90884631
	October 30, 2020	90289716
	February 1, 2021	90501295
	August 30, 2021	97001414
DENALI AIRE	June 12, 2018	87958772
ARCTIC WIND	September 10, 2020	90171839
PERFECT AIRE	September 10, 2020	90171400