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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM728893

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DYNAIRE, LLC		05/19/2022	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2755460	DYNAIRE	
Registration Number:	0944952	DYNAIRE CORPORATION	

## **CORRESPONDENCE DATA**

**Fax Number:** 2129692900

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:** 212-969-3000

**Email:** ypan@proskauer.com

Correspondent Name: Bryan Seelig

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-576
NAME OF SUBMITTER:	Bryan Seelig
SIGNATURE:	/Bryan Seelig/
DATE SIGNED:	05/19/2022

## **Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2022 (this "Trademark Security Agreement"), by DYNAIRE, LLC, a Delaware limited liability company (the "Grantor"), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "Administrative Agent").

#### WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of May 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement and the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: the Trademarks of the Grantor listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

TRADEMARK REEL: 007726 FRAME: 0499 SECTION 6. <u>Governing Law</u>. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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# **DYNAIRE, LLC**

	DocuSigned by:
Bv:	Frank Bliang
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Name: Linfu (Frank) Zhang Title: President and Secretary

# ARES CAPITAL CORPORATION,

as the Administrative Agent

By: Michael Smith

Name: Michael Smith
Title: Authorized Signatory

# **SCHEDULE I**

# **TRADEMARKS**

Owner	Trademark	Application No.	Registration No.	<u>Status</u>
Dynaire, LLC	DYNAIRE	76404395	2755460	Registered/Renewed
Dynaire, LLC	DYNAIRE CORPORATION and design	72398045	0944952	Registered/Renewed

**RECORDED: 05/19/2022** 

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