

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STELLUS CAPITAL INVESTMENT CORPORATION		09/28/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	10 S. Wacker Drive, 26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2125210	FIRE AND ICE	
Registration Number:	1340532	TIOGA AIR HEATERS	
Serial Number:	87114535	TIOGA	
Serial Number:	87114579	TIOGA	
Registration Number:	3680722	MOBILE AIR FORCE	
Registration Number:	3686880	CHAMPIONS OF CHILL	
Registration Number:	3699737	HEROES OF HEAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8047751675		
Email:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street, Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2050298-0110		
NAME OF SUBMITTER:	Emily S. Voorheis		

OP \$190.00 2125210

SIGNATURE:	/Emily S. Voorheis/
DATE SIGNED:	09/28/2017
Total Attachments: 6 source=Resolute - AR - 03 - Assignment of Intellectual Property Security Agreements (signed)#page1.tif source=Resolute - AR - 03 - Assignment of Intellectual Property Security Agreements (signed)#page2.tif source=Resolute - AR - 03 - Assignment of Intellectual Property Security Agreements (signed)#page3.tif source=Resolute - AR - 03 - Assignment of Intellectual Property Security Agreements (signed)#page4.tif source=Resolute - AR - 03 - Assignment of Intellectual Property Security Agreements (signed)#page5.tif source=Resolute - AR - 03 - Assignment of Intellectual Property Security Agreements (signed)#page6.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENTS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (this “Assignment”), dated as of September 28, 2017, is by STELLUS CAPITAL INVESTMENT CORPORATION, a Maryland corporation (individually, “Stellus”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “Retiring Agent”) and WELLS FARGO BANK, NATIONAL ASSOCIATION (individually, “Wells Fargo”), acting in its capacity as the successor administrative agent (in such capacity, the “Successor Agent”).

RECITALS:

WHEREAS, Tioga Air Heaters, LLC, a Delaware limited liability company, Reliable Construction Heating & Cooling, LLC, a Delaware limited liability company, and Mobile Air, LLC, a Michigan limited liability company, each, as a “Grantor”, and collectively as “Grantors” and Retiring Agent are party to those certain trademark and copyright security agreements identified on Exhibit A hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”), covering certain intellectual property set forth on Exhibit B attached hereto (the “IP Collateral”); and

WHEREAS, pursuant to that certain Agency Assignment Agreement, dated as of the date hereof, by and among Stellus, as the Retiring Agent, and Wells Fargo, as Successor Agent, Retiring Agent has assigned and delegated to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and delegates to Successor Agent and its successors and assigns, all of its rights, interest, remedies, duties and other obligations under the Agreements, including the liens on the IP Collateral. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the lien in the IP Collateral originally granted to the Resigning Agent and hereby assigned to the Successor Agent. Each of Retiring Agent and Successor Agent will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as may from time to time be reasonably necessary or as Successor Agent may from time to time reasonably request in order to carry out the intent and purposes of this Assignment, including, but not limited to, executing any documents necessary to evidence the transfer of the Agreements **from** Retiring Agent **to** Successor Agent.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

STELLUS CAPITAL INVESTMENT CORPORATION, as Retiring Agent

By: _____
Name:
Title:

SUCCESSOR AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Successor Agent

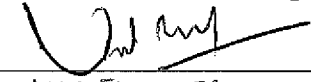
By: 
Name: **VIVEK TAYAL**
Title: **DIRECTOR**

EXHIBIT A

1. Trademark Security Agreement executed by Tioga Air Heaters, LLC, recorded with the United States Patent and Trademark Office on July 26, 2017 at Reel 6114, Frame 0805
2. Trademark Security Agreement executed by Reliable Construction Heating & Cooling, LLC, recorded with the United States Patent and Trademark Office on July 26, 2017 at Reel 6114, Frame 0880
3. Trademark Security Agreement executed by Mobile Air, LLC, recorded with the United States Patent and Trademark Office on July 26, 2017 at Reel 6114, Frame 0873
4. Patent Security Agreement executed by Mobile Air, LLC, recorded with the United States Patent and Trademark Office on July 26, 2017 at Reel 043343, Frame 0033

EXHIBIT B
TRADEMARKS

Trademarks recorded at Reel/Frame 6114/0880

1	Serial # : <u>75159119</u> Mark: FIRE AND ICE	Filing Dt: 09/20/1996	Reg # : <u>2125219</u>	Reg. Dt: 12/30/1997
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Trademarks recorded at Reel/Frame 6114/0805

1	Serial # : <u>79506957</u> Mark: TIOGA AIR HEATERS	Filing Dt: 10/29/1984	Reg # : <u>1340582</u>	Reg. Dt: 06/11/1985
2	Serial # : <u>87114585</u> Mark: TIOGA	Filing Dt: 07/25/2016	Reg # : NONE	Reg. Dt:
3	Serial # : <u>87114579</u> Mark: TIOGA	Filing Dt: 07/25/2016	Reg # : NONE	Reg. Dt:

Trademarks recorded at Reel/Frame 6114/0873

1	Serial # : <u>77399969</u> Mark: MOBILE AIR FORCE	Filing Dt: 02/19/2008	Reg # : <u>3689722</u>	Reg. Dt: 09/08/2009
2	Serial # : <u>77490002</u> Mark: CHAMPIONS OF CHILL	Filing Dt: 02/19/2008	Reg # : <u>3685869</u>	Reg. Dt: 09/22/2009
3	Serial # : <u>77490031</u> Mark: HEROES OF HEAT	Filing Dt: 02/19/2008	Reg # : <u>3699797</u>	Reg. Dt: 10/20/2009

PATENTS

Patent recorded at Reel/Frame 043343/0033

Title	Patent No./ Publication Number/ Application Registration Number	Issue Date/ Pub. Date/App. Date	Current Owner	Status
VENTURI DISK NON-EXPOSED FLAME AND ELECTRONIC CONTROLS HEATER	20160018131 14773205	21-JAN-2016 04-SEP-2015	MOBILE AIR, LLC	PUBLISHED