

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471827

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|---------------------------------------|
| AIRXCEL, INC. | | 04/27/2018 | Corporation: DELAWARE |
| DICOR CORPORATION, INC. | | 04/27/2018 | Corporation: INDIANA |
| UNITED SHADE, LLC | | 04/27/2018 | Limited Liability Company: INDIANA |
| VIXEN COMPOSITES, LLC | | 04/27/2018 | Corporation: INDIANA |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 43

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 2462365 | AIRXCEL |
| Registration Number: | 4689850 | COIL COP |
| Registration Number: | 3946322 | AIRXCEL |
| Registration Number: | 2669045 | COMPAC |
| Registration Number: | 4689851 | COIL COP |
| Registration Number: | 3868130 | DYNAPACK |
| Registration Number: | 2666247 | EUBANK |
| Registration Number: | 2437548 | CHILLGRILLE |
| Registration Number: | 2449759 | FANMATE |
| Registration Number: | 3755669 | GREENCUBE |
| Registration Number: | 4838574 | INDUSTRIAL CLIMATE ENGINEERING |
| Registration Number: | 2422504 | HP 2 |
| Registration Number: | 2666481 | GREENWHEEL |
| Registration Number: | 1147999 | MACH |
| Registration Number: | 2307010 | MACH 3 PLUS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 2307012 | MACH 3 P.S. |
| Registration Number: | 2247507 | MACH 15 |
| Registration Number: | 2728803 | MARVAIR |
| Registration Number: | 1571942 | MAXXAIR |
| Registration Number: | 2926778 | MAXXFAN |
| Registration Number: | 2367462 | MINI MACH |
| Registration Number: | 3614207 | MAXXAIR |
| Registration Number: | 2238730 | ROUGHNECK |
| Registration Number: | 2437016 | PARK PAC |
| Registration Number: | 2322957 | SEA MACH |
| Registration Number: | 2136634 | WINDOW/MAXX |
| Registration Number: | 2330808 | TWO TON PLUS HP |
| Registration Number: | 2166083 | TURBO/MAXX |
| Registration Number: | 2629646 | |
| Registration Number: | 2577012 | |
| Registration Number: | 2962639 | VERSALOK |
| Registration Number: | 3794192 | SMARTWEAVE |
| Registration Number: | 1591916 | VERSA LINER |
| Registration Number: | 4421910 | SMARTVIEW |
| Registration Number: | 1594221 | AIR-GARD |
| Registration Number: | 4421908 | SMARTLIFT |
| Registration Number: | 4183737 | GATEKEEPER CARGOSCREEN |
| Registration Number: | 4614462 | FIBROPLUS |
| Registration Number: | 4614461 | FIBROGLOSS |
| Registration Number: | 4614411 | VIXEN FRP |
| Registration Number: | 4614410 | FIBROFINE |
| Serial Number: | 87304026 | CLASSAIRE |
| Serial Number: | 87303994 | UNIMAXX |

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: MELONY SOT

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | F176779 TM 2L |
| NAME OF SUBMITTER: | Alan Delaney |
| SIGNATURE: | /Alan Delaney/ |
| DATE SIGNED: | 04/30/2018 |

Total Attachments: 15

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of April 27, 2018, (this “Agreement”), among each Person listed on the signature pages hereto (each, a “Grantor”) and Morgan Stanley Senior Funding, Inc., 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, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among AXL Interim Holdings, Inc., a Delaware corporation, Airxcel, Inc., a Delaware corporation, the lenders from time to time party thereto (the “Second Lien Lenders”) and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral 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, each 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. Each 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.

AIRXCEL, INC.
DICOR CORPORATION, INC.
UNITED SHADE, LLC
VIXEN COMPOSITES, LLC

By: 
Name: Debra D. Jones
Title: Secretary and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006323 FRAME: 0087

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


By: 
Name: Jordan Ransom
Title: Authorized Signatory



[Signature Page to Second Lien Trademark Security Agreement]


TRADEMARK
REEL: 006323 FRAME: 0088

SCHEDULE I

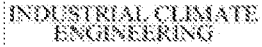
TRADEMARKS

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|--|---|---|---------------|
| AIRXCEL SN:75-628049 RN:2,462,365 | Renewed June 19, 2011 Int'l Class: 11 First Use: January 29, 2001 Filed: January 26, 1999 Published: November 9, 1999 Registered: June 19, 2001 | (Int'l Class: 11) Air conditioners, furnaces, water heaters and gas stoves for recreational vehicles | Airxcel, Inc. |
| AIRXCEL  SN:85-082767 RN:3,946,322 | Registered April 12, 2011 Int'l Class: 11 First Use: May 23, 2007 Int'l Class: 9 First Use: March 8, 2010 Filed: July 12, 2010 Published: December 7, 2010 Allowed: February 1, 2011 | (Int'l Class: 9) Thermostats, electronic controls for use with air conditioners and heat pumps (Int'l Class: 11) Air conditioners, furnaces, and heat pumps | Airxcel, Inc. |
| CHILLGRILLE SN:75-685388 RN:2,437,548 | Renewed March 20, 2011 Int'l Class: 11 First Use: June, 1999 Filed: May 12, 1999 Published: December 28, | (Int'l Class: 11) Vent for vehicle rooftop air conditioner | Airxcel, Inc. |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|---|--|---|---------------|
| | 1999 Registered: March 20, 2001 | | |
| CLASSAIRE SN: 87-304026 | Pending- Intent to Use Application Filed: January 17, 2017 | (Int'l Class: 11) Air conditioners; Heat pumps | Airxcel, Inc. |
| 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 | Airxcel, 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 | Airxcel, 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 | Airxcel, Inc. |
| 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 | Airxcel, 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 | Airxcel, Inc. |
| FAN/MATE SN:75-611755 RN:2,449,759 | Renewed May 8, 2011 Int'l Class: 12 First Use: December 17, 1998 | (Int'l Class: 12) Vent covers for land vehicles namely recreational vehicles | Airxcel, Inc. |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|--|---|---|---------------|
| | Filed: December 23, 1998 Published: November 23, 1999 Registered: May 8, 2001 | | |
| 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 | Airxcel, Inc. |
| GREENWHEEL SN:76-388943 RN:2,666,481 | Renewed December 24, 2012 Int'l Class: 11 First Use: June, 1993 Filed: March 28, 2002 Published: October 1, 2002 Registered: December 24, 2002 | (Int'l Class: 11) Energy recovery ventilator | Airxcel, Inc. |
| HP 2 SN:75-446146 RN:2,422,504 | Renewed January 23, 2011 Int'l Class: 11 First Use: | (Int'l Class: 11) Rooftop heat pump for vehicles | Airxcel, Inc. |

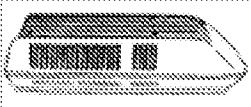
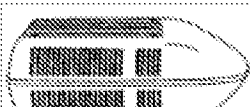
| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|---|---|--|---------------|
| Disclaimer: "HP" | March, 1995 Filed: March 6, 1998 Published: October 31, 2000 Registered: January 23, 2001 | | |
| INDUSTRIAL CLIMATE ENGINEERING  SN:86-308246 RN: 4,838,574 SUPPLEMENTAL REGISTER | Registered: October 20, 2015 Int'l Class: 11 First Use: January 26, 2015 Filed: June 12, 2014 | (Int'l Class: 11) Air conditioners | Airxcel, Inc. |
| MACH SN:73-225849 RN:1,147,999 | Renewed March 3, 2011 Int'l Class: 11 First Use: May, 1970 Filed: August 2, 1979 Published: December 2, 1980 Registered: March 3, 1981 | (Int'l Class: 11) Air conditioners for recreational vehicles | Airxcel, Inc. |
| MACH 15 SN:75-431680 RN:2,247,507 Disclaimer: "15" | Renewed May 25, 2009 Int'l Class: 11 First Use: October, 1992 Filed: February 10, 1998 Published: | (Int'l Class: 11) Rooftop air conditioners for vehicles | Airxcel, Inc. |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|---|--|--|---------------|
| | March 2, 1999 Registered: May 25, 1999 | | |
| MACH 3 P.S. SN:75-446128 RN:2,307,012 | Renewed January 11, 2010 Int'l Class: 11 First Use: May, 1997 Filed: March 6, 1998 Published: October 19, 1999 Registered: January 11, 2000 | (Int'l Class: 11) Rooftop air conditioners for vehicles | Airxcel, Inc. |
| MACH 3 PLUS SN:75-445176 RN:2,307,010 | Renewed January 11, 2010 Int'l Class: 11 First Use: March, 1992 Filed: March 5, 1998 Published: October 19, 1999 Registered: January 11, 2000 | (Int'l Class: 11) Rooftop air conditioners for vehicles | Airxcel, Inc. |
| MARVAIR SN:76-388942 RN:2,728,803 | Renewed June 24, 2013 Int'l Class: 9, 11 First Use: 1975 Filed: March 28, 2002 Published: April 1, 2003 Registered: June 24, 2003 | (Int'l Class: 9) Thermostats and electronic controls for use with air conditioners (Int'l Class: 11) Air conditioners and heat pumps | Airxcel, Inc. |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|---|--|---|----------------------|
| <p>MAXXAIR</p> <p>SN:73-790400 RN:1,571,942</p> | <p>Renewed December 19, 2009</p> <p>Int'l Class: 19 First Use: December 29, 1988 Filed: March 31, 1989 Published: September 26, 1989 Registered: December 19, 1989</p> | <p>(Int'l Class: 19) Plastic static vent units</p> | <p>Airxcel, Inc.</p> |
| <p>MAXXAIR</p> <p>MAXXAIR</p> <p>SN:76-604179 RN:3,614,207</p> | <p>Registered 8 & 15 August 5, 2014</p> <p>Int'l Class: 11 First Use: May 31, 1995 Filed: July 26, 2004 Published: February 17, 2009 Registered: May 5, 2009</p> | <p>(Int'l Class: 11) Ventilating fans for land vehicles and sea craft</p> | <p>Airxcel, Inc.</p> |
| <p>MAXXFAN</p> <p>SN:76-554636 RN:2,926,778</p> | <p>Renewed February 15, 2015</p> <p>Int'l Class: 12 First Use: July 15, 2004 Filed: October 9, 2003 Published: May 18, 2004 Allowed: August 10, 2004 Registered: February 15, 2005</p> | <p>(Int'l Class: 12) Environmental control apparatus, namely, air vents for recreational vehicles</p> | <p>Airxcel, Inc.</p> |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|---|---|---|---------------|
| MINI MACH SN:75-445593 RN:2,367,462 Disclaimer: "MINI" | Renewed July 18, 2010 Int'l Class: 11 First Use: January, 1978 Filed: March 5, 1998 Published: November 30, 1999 Registered: July 18, 2000 | (Int'l Class: 11) Rooftop air conditioners for vehicles | Airxcel, Inc. |
| PARK PAC SN:76-004886 RN:2,437,016 | Renewed March 20, 2011 Int'l Class: 11 First Use: November 17, 1998 Filed: March 20, 2000 Published: December 26, 2000 Registered: March 20, 2001 | (Int'l Class: 11) Air conditioner for recreational park trailers | Airxcel, Inc. |
| ROUGHNECK SN:75-431681 RN:2,238,730 | Renewed April 13, 2009 Int'l Class: 11 First Use: March, 1982 Filed: February 10, 1998 Published: January 19, 1999 Registered: April 13, 1999 | (Int'l Class: 11) Rooftop air conditioners for vehicles | Airxcel, Inc. |
| SEA MACH | Renewed February 28, 2010 | (Int'l Class: 11) Marine rooftop air conditioner | Airxcel, Inc. |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|--|--|---|---------------|
| SN:75-445177 RN:2,322,957 Disclaimer: "SEA" | Int'l Class: 11 First Use: January, 1995 Filed: March 5, 1998 Published: December 7, 1999 Registered: February 29, 2000 | | |
| TURBO/MAXX SN:74-600513 RN:2,166,083 | Renewed June 16, 2008 Int'l Class: 12 First Use: February 10, 1995 Filed: November 18, 1994 Published: October 17, 1995 Registered: June 16, 1998 | (Int'l Class: 12) Air vents for recreational vehicles (rvs) Abandoning – 8 & 9 deadline is 6/16/18 | Airxcel, Inc. |
| TWO TON PLUS HP SN:75-445577 RN:2,330,808 Disclaimer: "TWO TON" | Renewed March 21, 2010 Int'l Class: 11 First Use: June, 1997 Filed: March 5, 1998 Published: December 28, 1999 Registered: March 21, 2000 | (Int'l Class: 11) Central heat pump for vehicles and mobile homes | Airxcel, Inc. |
| UNIMAXX SN: 87-303,994 | Pending- First Use: November 15, 2016 Filed: | (Int'l Class: 12) Replacement vent covers for recreational vehicles and trailers | Airxcel, Inc. |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|--|--|---|---------------|
| | January 17, 2017 | | |
| <p>WINDOW/MAXX</p> <p>SN:75-098454 RN:2,136,634</p> | <p>Renewed February 17, 2008</p> <p>Int'l Class: 12 First Use: February 9, 1996 Filed: May 3, 1996 Published: March 25, 1997 Registered: February 17, 1998</p> | <p>(Int'l Class: 12) Air vents for windows on land vehicles</p> <p>Abandoning – 8 & 9 deadline is 2/17/18</p> | Airxcel, Inc. |
|  <p>SN:75-678722 RN:2,629,646</p> | <p>Renewed Principal Register - Sec. 2(F) October 8, 2012</p> <p>Int'l Class: 11 First Use: September 20, 1973 Filed: April 9, 1999 Published: July 16, 2002 Registered: October 8, 2002</p> | (Int'l Class: 11) Rooftop air conditioners for vehicles | Airxcel, Inc. |
|  <p>SN:75-680937 RN:2,577,012</p> | <p>Renewed Principal Register - Sec. 2(F) June 11, 2012</p> <p>Int'l Class: 11 First Use: February 26, 1973 Filed: April 12, 1999</p> | (Int'l Class: 11) Rooftop air conditioners for vehicles | Airxcel, Inc. |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|------------------------------|---|---|-------------------------------|
| | Published: March 19, 2002 Registered: June 11, 2002 | | |
| VERSALOK RN: 2,962,639 | Renewed July 25, 2014 Filed: January 7, 2004 Issued: June 14, 2005 | (Int'l Class: 12) Hub cover for vehicle wheels | Dicor Corporation, Inc. |
| AIR-GARD RN: 1,594,221 | Renewed: May 1, 2010 Filed: April 3, 1989 Issued: May 1, 1990 | (Int'l Class: 17) Air inflation hoses for land vehicle tires for use in facilitating the checking of tire inflation | Dicor Corporation |
| VERSA LINER RN: 1,591,916 | Renewed April 17, 2010 Filed: July 19, 1989 Issued: April 17, 1990 | (Int'l Class: 12) Wheel cover liners | Dicor Corporation |
| SMARTWEAVE RN: 3,794,192 | Registered 8 & 15 August 3, 2016 Filed: November 25, 2008 Issued: May 25, 2010 | (Int'l Class: 24) Fabrics for the manufacture of window coverings, namely, roller shades, pleated shades, drapes, and curtains | United Shade LLC |
| SMARTVIEW RN: 4,421,910 | Registered Filed: March 21, 2013 Issued: October 22, 2013 | (Int'l Class: 20) Window shades | United Shade LLC |
| SMARTLIFT RN: 4,421,908 | Registered Filed: March 21, | (Int'l Class: 20) Window shades | United Shade, LLC |

| TM/SN/RN/Disclaimer | Status/Key Dates | Full Goods/Services | Owner |
|--|--|--|-----------------------|
| | 2013 Issued: October 22, 2013 | | |
| GATEKEEPER CARGOSCREEN RN: 4,183,737 | Registered Filed: May 13, 2010 Issued: July 31, 2012 | (Int'l Class: 19) Insect screens not of metal | United Shade, LLC |
| FIBROGLOSS RN: 4,614,461 | Registered Filed: January 21, 2013 Issued: September 30, 2014 | (Int'l Class: 19) Fiberglass and reinforced fiberglass panels for cladding for construction purposes | Vixen Composites, LLC |
| FIBROPLUS RN: 4,614,462 | Registered Filed: January 21, 2013 Issued: September 30, 2014 | (Int'l Class: 19) Fiberglass and reinforced fiberglass panels for cladding for construction purposes | Vixen Composites, LLC |
| FIBROFINE RN: 4,614,410 | Registered Filed: December 17, 2012 Issued: September 30, 2014 | (Int'l Class: 19) Fiberglass and reinforced fiberglass panels for cladding for construction purposes | Vixen Composites, LLC |
| VIXEN FRP RN: 4,614,411 | Registered Filed: December 17, 2012 Issued: September 30, 2014 | (Int'l Class: 19) Fiberglass and reinforced fiberglass panels for cladding for construction purposes | Vixen Composites, LLC |