

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intertex, LLC		03/21/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	5149981	AERINDUSTRIES	
Registration Number:	5137611	AERINDUSTRIES	
Registration Number:	5277792	B-AIR	
Registration Number:	3101641	B-AIR	
Registration Number:	5277793	B-AIR	
Registration Number:	3117979	B-AIR	
Registration Number:	3489220	B-AIR BLOWERS	
Registration Number:	3489221	B-AIR DRYERS	
Registration Number:	3154781	BEAR POWER	
Registration Number:	5020140	BLUEDRI	
Registration Number:	5277791	BLUEDRI	
Registration Number:	5209386	DOG DRYER FIDO MAX	
Registration Number:	5199704	FIDO	
Registration Number:	4143505	GRIZZLY TARPS	
Registration Number:	5576022	MAX STORM	
Registration Number:	5546101	MONSOON	
Registration Number:	5546102	ONE-29	
Registration Number:	4949288	SKYER	
Registration Number:	4935141	SKYERZ	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5025008	SOLEAIRE
Registration Number:	4873676	SUMMIT AIR
Registration Number:	5546104	SUPER MONSOON
Registration Number:	5583944	VENTLO25
Registration Number:	5583945	VENTLO25 LOW PROFILE AIR MOVER
Serial Number:	88197767	BD PRO
Serial Number:	87811647	BLUEDRI
Serial Number:	88098001	BLUEDRI PRO
Serial Number:	88162619	FIRTANA
Serial Number:	87083644	MAX STORM
Serial Number:	87083199	MONSOON
Serial Number:	87083523	ONE-29
Serial Number:	88196183	PB-25
Serial Number:	88196922	RA-650
Serial Number:	88160353	SF SUPERFAN
Serial Number:	87083594	SUPER MONSOON
Serial Number:	88160279	SUPERFAN
Serial Number:	88196971	VANTAGE
Serial Number:	88197082	VC-25X
Serial Number:	88205506	VENT
Serial Number:	88196805	VP-20
Serial Number:	88196197	VP-25
Serial Number:	88196173	VP-33
Serial Number:	88196854	VP-50

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 34408.02600

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 04/19/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2019 (this "Agreement"), is made by the signatory hereto indicated as a "Grantor" ("Grantor") in favor of HPS Investment Partners, LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, Grantor is the owner of certain trademarks and trademark applications as indicated in the attached Schedule of Trademarks, and the registrations and applications associated therewith (collectively, the "Trademarks");

WHEREAS, Grantor has contemporaneously with the execution of this Trademark Security Agreement entered into a Pledge and Security Agreement Counterpart Agreement dated as of the date hereof, pursuant to which it became a "Grantor" under and as defined in the Pledge and Security Agreement dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

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

GRANTOR:

INTERTEX, LLC, a California limited liability company

By: 

Name: Edward Demirdjian

Title: Chief Executive Officer

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent,

By: _____
Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement -- HPS]

TRADEMARK
REEL: 006623 FRAME: 0970

SCHEDULE OF TRADEMARKS

Trademark	Application Number Application Date	Registration Number Registration Date
AERINDUSTRIES	87/074505 June 16, 2016	5149981 February 28, 2017
AERINDUSTRIES and Design	87/105993 July 15, 2016	5137611 February 7, 2017
B-AIR	87/093710 July 5, 2016	5277792 August 29, 2017
B-AIR	78/366563 February 11, 2004	3101641 June 6, 2006
B-AIR and Design	87/093749 July 5, 2016	5277793 August 29, 2017
B-AIR and Design	78/366566 February 11, 2004	3117979 July 18, 2006
B-AIR BLOWERS and Design	77/005622 September 22, 2006	3489220 August 19, 2008
B-AIR DRYERS and Design	77/005624 September 22, 2006	3489221 August 19, 2008
BD PRO	88/197767 November 16, 2018	n/a
BEAR POWER	78/366568 February 11, 2004	3154781 October 10, 2006
BLUEDRI	86/560546 March 11, 2015	5020140 August 16, 2016
BLUEDRI	87/093649 July 5, 2016	5277791 August 29, 2017
BLUEDRI and Design	87/811647 February 26, 2018	n/a
BLUEDRI PRO	88/098001 August 29, 2018	n/a
DOG DRYER FIDO MAX and Design	87/221749 October 31, 2016	5209386 May 23, 2017
FIDO	87/194095 October 5, 2016	5199704 May 9, 2017
FIRTANA	88/162619 October 19, 2018	n/a
GRIZZLY TARPS	85/133334	4143505

Trademark	Application Number Application Date	Registration Number Registration Date
	September 20, 2010	May 15, 2012
MAX STORM	87/083644 June 24, 2016	n/a
MAX STORM	87978107 June 24, 2016	5576022 October 2, 2018
MONSOON	87/083199 June 24, 2016	n/a
MONSOON	87/978099 June 24, 2016	5546101 August 21, 2018
ONE-29	87/083523 June 24, 2016	n/a
ONE-29	87/978100 June 24, 2016	5546102 August 21, 2018
PB-25	88/196183 November 15, 2018	n/a
RA-650	88/196922 November 16, 2018	n/a
SF SUPERFAN and design	88/160353 October 18, 2018	n/a
SKYER	86/568310 March 18, 2015	4949288 May 3, 2016
SKYERZ	86/568390 March 18, 2015	4935141 April 12, 2016
SOLEAIRE	86/611294 April 27, 2015	5025008 August 23, 2016
SUMMIT AIR	86/619889 May 5, 2015	4873676 December 22, 2015
SUPER MONSOON	87/083594 June 24, 2016	n/a
SUPER MONSOON	87978106 June 24, 2016	5546104 August 21, 2018
SUPERFAN	88/160279 October 18, 2018	n/a
VANTAGE	88/196971 November 16, 2018	n/a
VC-25X	88/197082 November 16, 2018	n/a

Trademark	Application Number Application Date	Registration Number Registration Date
VENT and Design	88/205506 November 26, 2018	n/a
VENTLO25	87/618843 September 22, 2017	5583944 October 16, 2018
VENTLO25 LOW PROFILE AIR MOVER and Design	87/618921 September 22, 2017	5583945 October 16, 2018
VP-20	88/196805 November 16, 2018	n/a
VP-25	88/196197 November 15, 2018	n/a
VP-33	88/196173 November 15, 2018	n/a
VP-50	88/196854 November 16, 2018	n/a