

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Howden Roots LLC		09/30/2019	Limited Liability Company: DELAWARE
Howden American Fan Company		09/30/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn St.
Internal Address:	Mail Code IL1-0010, L2 Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4397247	ADJUSTAX
Registration Number:	1605417	AEROCLINE
Registration Number:	4409487	AMERICAN FAN COMPANY
Registration Number:	4548210	BUFFALO
Registration Number:	152696	BUFFALO
Registration Number:	4491788	BUFFALO FORGE
Registration Number:	5305022	GARDEN CITY
Registration Number:	2451226	RIAX
Registration Number:	1138762	TLT-BABCOCK
Registration Number:	1880387	TLT-BABCOCK
Registration Number:	3091539	EASYAIR
Registration Number:	5299034	EXVEL
Registration Number:	5429273	HPT
Registration Number:	710549	ROOTS
Registration Number:	2717864	ROOTS-FLO
Registration Number:	2903308	ROOTS-FLO

OP \$565.00 4397247

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2413032	TRI-NADO
Registration Number:	2448235	TRI-NADO
Registration Number:	5115676	TRI-RAM
Registration Number:	1572933	TURBLEX
Registration Number:	1418160	UNIVERSAL RAI
Registration Number:	954993	WHISPAIR

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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
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:	1135809 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/01/2019

Total Attachments: 7
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Notice of Grant of Security Interest in Trademarks

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 30, 2019 (this “Notice”), made by Howden Roots, LLC, a Delaware limited liability company and Howden American Fan Company, a Delaware corporation (collectively, the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Granite US Holdings Corporation (the “U.S. Borrower”), each subsidiary of the U.S. Borrower identified therein and JPMorgan Chase Bank, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination*. This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any such termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Trademark Collateral.

SECTION 6. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

HOWDEN ROOTS LLC

By: 
Name: Mark Lehman
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006759 FRAME: 0617

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

HOWDEN AMERICAN FAN COMPANY

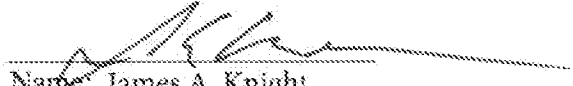
By: 
Name: Mark Lehman
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006759 FRAME: 0618

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: _____



Name: James A. Knight
Title: Executive Director

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Federally Registered or Applied for Trademarks Owned by Howden American Fan Company

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner of Record
ADJUSTAX - Wordmark	United States - (US)	85/626,408	05/15/2012	4,397,247	09/03/2013	Howden American Fan Company
AEROCLINE - Wordmark	United States - (US)	74/007,590	12/04/1989	1,605,417	07/10/1990	Howden American Fan Company
AMERICAN FAN COMPANY	United States - (US)	85/598,768	04/16/2012	4,409,487	10/01/2013	Howden American Fan Company
BUFFALO - Wordmark	United States - (US)	85/648,547	06/11/2012	4,548,210	06/10/2014	Howden American Fan Company
BUFFALO (Stylized)	United States - (US)	71/143,087	02/02/1921	152,696	03/07/1922	Howden American Fan Company
BUFFALO FORGE - Wordmark	United States - (US)	85/626,393	05/15/2012	4,491,788	03/04/2014	Howden American Fan Company
GARDEN CITY - Wordmark	United States - (US)	87/227,212	11/04/2016	5,305,022	10/10/2017	Howden American Fan Company
Riax	United States - (US)	75/341,755	08/15/1997	2,451,226	05/15/2001	Howden American Fan Company
TLT-BABCOCK - Wordmark	United States - (US)	73/208,760	03/26/1979	1,138,762	08/19/1980	Howden American Fan Company
TLT-BABCOCK - Wordmark	United States - (US)	74/500,822	03/16/1994	1,880,387	02/28/1995	Howden American Fan Company

U.S. Federally Registered or Applied for Trademarks Owned by Howden Roots LLC

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner of Record
EASYAIR - Wordmark	United States - (US)	78/536,855	12/22/2004	3,091,539	05/09/2006	Howden Roots LLC
EXVEL - Wordmark	United States - (US)	86/877,936	01/17/2016	5,299,034	10/03/2017	Howden Roots LLC
HPT - Wordmark	United States - (US)	87/210,778	10/20/2016	5,429,273	03/20/2018	Howden Roots LLC
ROOTS - Wordmark	United States - (US)	72/098,349	06/03/1960	710,549	01/31/1961	Howden Roots LLC
ROOTS-FLO - Wordmark	United States - (US)	76/196,448	01/17/2001	2,717,864	05/20/2003	Howden Roots LLC
ROOTS-FLO - Wordmark	United States - (US)	78/273,880	07/14/2003	2,903,308	11/16/2004	Howden Roots LLC
TRI-NADO - Wordmark	United States - (US)	75/623,326	01/16/1999	2,413,032	12/12/2000	Howden Roots LLC
TRI-NADO & Design	United States - (US)	75/643,956	02/19/1999	2,448,235	05/01/2001	Howden Roots LLC
TRI-RAM - Wordmark	United States - (US)	86/790,975	10/16/2015	5,115,676	01/03/2017	Howden Roots LLC
TURBLEX	United States - (US)	73/796,386	04/28/1989	1,572,933	12/26/1989	Howden American Fan Company
UNIVERSAL RAI - Wordmark	United States - (US)	73/548,147	07/15/1985	1,418,160	11/25/1986	Howden Roots LLC
WHISPAIR Stylized	United States - (US)	72/346,465	12/17/1969	954,993	03/13/1973	Howden Roots LLC