

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triatomic Environmental, Inc.		03/17/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as First Lien Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3788548	APCO	
Registration Number:	3348214	BLUE-TUBE UV	
Registration Number:	3751264	FRESH-AIRE UV	
Registration Number:	3593915	ICE UV	
Registration Number:	6080413	IAQSENSE	
Registration Number:	6074417	UV 247	
Registration Number:	5813354	PLATINUM	
Registration Number:	6027459	EVERCARBON	
Registration Number:	6271056	ELECTRO BREEZE	
Registration Number:	6258968	WARRIOR	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		

CH \$265.00 3788548

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	03/17/2021
Total Attachments: 6 source=DiversiTech - Triatomic 1L Trademark Security Agreement (EXECUTED)#page1.tif source=DiversiTech - Triatomic 1L Trademark Security Agreement (EXECUTED)#page2.tif source=DiversiTech - Triatomic 1L Trademark Security Agreement (EXECUTED)#page3.tif source=DiversiTech - Triatomic 1L Trademark Security Agreement (EXECUTED)#page4.tif source=DiversiTech - Triatomic 1L Trademark Security Agreement (EXECUTED)#page5.tif source=DiversiTech - Triatomic 1L Trademark Security Agreement (EXECUTED)#page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2021 (the "First Lien Trademark Security Agreement"), is made by Triatomic Environmental, Inc., a Florida corporation (the "Grantor"), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the "First Lien Collateral Agent") for the Secured Parties as defined in the First Lien Pledge and Security Agreement.

W I T N E S S E T H:

WHEREAS, Icebox Holdings, Inc., a Delaware corporation ("Holdings"), Icebox Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), which merged with and into DiversiTech Holdings, Inc., a Delaware corporation (such surviving entity, the "Borrower"), certain other Subsidiaries (as defined therein) of Holdings party thereto, the lenders party thereto, the First Lien Collateral Agent and Royal Bank of Canada, as administrative agent (in such capacity, the "First Lien Administrative Agent"), entered into that certain Credit and Guaranty Agreement (First Lien), dated as of June 1, 2017 (as amended by Amendment No. 1 to Credit and Guaranty Agreement (First Lien), dated as of March 1, 2018, Amendment No. 2 to Credit and Guaranty Agreement (First Lien), dated as of October 17, 2018, and Amendment No. 3 to Credit and Guaranty Agreement (First Lien), dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement");

WHEREAS, in connection with the First Lien Credit Agreement, the Initial Borrower, the Borrower, Holdings and certain Subsidiaries of Holdings (other than the Grantor) entered into that certain First Lien Pledge and Security Agreement, dated as of June 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement") in favor of the First Lien Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the First Lien Credit Agreement, the Grantor entered into that certain Joinder Agreement, dated as of the date hereof, in favor of the First Lien Collateral Agent (the "First Lien Joinder Agreement"), in order to become a party to the First Lien Pledge and Security Agreement; and

WHEREAS, pursuant to the First Lien Pledge and Security Agreement, the Grantor is required to enter into this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower under the First Lien Credit Agreement, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, the Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of the Grantor, any of the foregoing set forth on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor'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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Trademark Collateral" include any Excluded Property.

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the First Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This First Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the First Lien Credit Agreement) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the applicable Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the applicable Issuing Bank) and no Issuing Bank has any further obligation to issue or amend Letters of Credit under the First Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the First Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

SECTION 5. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This First Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this First Lien Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

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IN WITNESS WHEREOF, the parties have duly executed this FIRST LIEN
TRADEMARK SECURITY AGREEMENT as of the day and year first above written.

TRIATOMIC ENVIRONMENTAL, INC., as
Grantor

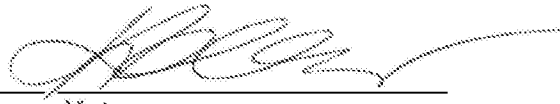
By: 
Name: Nicole Kroner
Title: Chief Financial Officer and Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007236 FRAME: 0282

Accepted and Agreed:

ROYAL BANK OF CANADA, as First Lien Collateral Agent

By: 
Name: **Helena Sadowski**
Title: **Manager, Agency**

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARKS

Trademark Registrations and Applications

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Jurisdiction	Record Owner
APCO	77-728,928	5/5/2009	3,788,548	5/11/2010	US	Triatomic Environmental, Inc.
BLUE-TUBE UV	78-756,880	11/18/2005	3,348,214	12/4/2007	US	Triatomic Environmental, Inc.
FRESH-AIRE UV	77-646,311	1/9/2009	3,751,264	2/23/2010	US	Triatomic Environmental, Inc.
FRESH-AIRE UV	2013/33499	4/11/2013	2013/33499	11/30/2015	TURKEY	Triatomic Environmental, Inc.
FRESH-AIRE UV	012793204	4/15/2014	012793204	9/8/2014	EU	Triatomic Environmental, Inc.
FRESH-AIRE UV	907,666,787	8/5/2014	907,666,787	3/4/2018	BRAZIL	Triatomic Environmental, Inc.
ICE UV	77-386,271	2/1/2008	3,593,915	3/24/2009	US	Triatomic Environmental, Inc.
IAQSENSE	87-240,678	11/17/2016	6,080,413	6/16/2020	US	Triatomic Environmental, Inc.
UV 247	88-683,151	11/7/2019	6,074,417	6/9/2020	US	Triatomic Environmental, Inc.
PLATINUM	88-258,775	1/11/2019	5,813,354	4/23/2019	US	Triatomic Environmental, Inc.
EVERCARBON	88-588,795	8/22/2019	6,027,459	4/7/2020	US	Triatomic Environmental, Inc.
ELECTRO BREEZE	90-046,093	7/10/2020	6,271,056	7/10/2020	US	Triatomic Environmental, Inc.
WARRIOR	88-258,873	1/11/2019	6,258,968	2/2/2021	US	Triatomic Environmental, Inc.