

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5893866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
MARVAIR, INC.	12/31/2019

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT
Street Address:	520 MADISON AVE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8406930
Patent Number:	8744632
Patent Number:	10502445

CORRESPONDENCE DATA**Fax Number:**

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: JENNIFER TINDIE
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:	1171307
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	01/03/2020

Total Attachments: 4

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT is entered into as of December 31, 2019, (this "Agreement"), among Marvair, Inc., a Delaware corporation (the "Grantor"), and Jefferies Finance LLC, 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 First 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 First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement, dated as of April 27, 2018 (as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of December 20, 2019, by and among AXL Interim Holdings, Inc., a Delaware corporation ("Holdings"), Airxcel, Inc., a Delaware corporation ("Airxcel" and the "Borrower"), the First Lien Lenders party thereto and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacities, the "Agent"), and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Holdings, the Borrower, the lenders from time to time party thereto (the "First Lien Lenders") and the 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, the 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 Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all proceeds of the foregoing whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"), to the extent the foregoing items constitute Collateral:

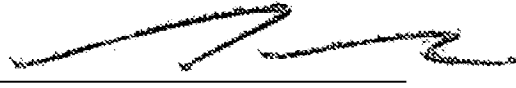
SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights 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.

MARVAIR, INC.

By: 

Name: Matt Lischick

Title: Vice President

JEFFERIES FINANCE LLC,
as the Collateral Agent

By:



Name: JR Young
Title: Managing Director

SCHEDULE I

PATENTS

Title	Application No. / Publication No. / Patent No.	Filing Date / Issue Date	Assignee	Status
System and Method for Operating an Economizer Cycle of an Air Conditioner	12879806 8406930	09/10/2010 03/26/2013	Marvair, Inc.	4th year maintenance fee paid
System and Method for Operating an Economizer Cycle of an Air Conditioner	13769642 8744632	02/18/2013 06/03/2014	Marvair, Inc.	4th year maintenance fee paid
Wall-Mount Air Conditioner and Method Involving Same	15/601,839 10502445	05/22/2017 12/10/2019	Marvair, Inc.	Issued