

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6717597

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AP AIR, LLC	05/19/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	500 WEST MONROE STREET	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60661	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D563435
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)902-1061	
<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>		
<b>Phone:</b>	312-577-8438	
<b>Email:</b>	raquel.haleem@katten.com	
<b>Correspondent Name:</b>	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN	
<b>Address Line 1:</b>	525 WEST MONROE STREET	
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<b>ATTORNEY DOCKET NUMBER:</b>	387132-00253	
<b>NAME OF SUBMITTER:</b>	RAQUEL HALEEM	
<b>SIGNATURE:</b>	/Raquel Haleem/	
<b>DATE SIGNED:</b>	05/19/2021	
<b>Total Attachments: 5</b>		
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 19, 2021, is made by AP Air, LLC, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

## WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of February 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 19, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors party hereto are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each undersigned Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**AP AIR, LLC**, as a Grantor

By:  \_\_\_\_\_

Name: Jeff Hauck

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP,  
as Administrative Agent

*Kirk E. Sonnefeld*

By: \_\_\_\_\_

Name: Kirk Sonnefeld

Title: Duly Authorized Signatory

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Applications

Patents	Country	Grantor	Application No.	Application Date

Issued Patents

Patents	Country	Grantor	Registration No.	Registration Date
Air conditioner/compressor adapter plate	United States	AP Air, LLC	D563435	03/04/08