

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7750128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARCTIC WALK-INS, INC.	01/19/2023
ARCTIC INDUSTRIES, LLC	01/19/2023
STORE IT COLD, LLC	01/19/2023
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	1675 BROADWAY
Internal Address:	SUITE 300
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9062906
CORRESPONDENCE DATA	
Fax Number:	(303)223-1111
<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:	13032231100
Email:	patentdocket@bhfs.com
Correspondent Name:	BROWNSTEIN HYATT FARBER SCHRECK, LLP
Address Line 1:	410 SEVENTEENTH STREET, SUITE 2200
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	006433.0393
NAME OF SUBMITTER:	STEPHANIE KLEPP
SIGNATURE:	/ Stephanie Klepp /
DATE SIGNED:	01/19/2023
Total Attachments: 7	
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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this “**Agreement**”), dated as of January 19, 2023, is made among ARCTIC WALK-INS, INC., a Florida corporation (“**Arctic Walk-Ins**”), ARCTIC INDUSTRIES, LLC, a Delaware limited liability company (“**Arctic Industries**”), STORE IT COLD, LLC, a Delaware limited liability company (“**Store It Cold**”, and together with Arctic Walk-Ins and Arctic Industries, the “**Guarantors**”, and each, individually, a “**Guarantor**”), and KEYBANK NATIONAL ASSOCIATION, a national banking association (the “**Lender**”).

A. The Guarantors, PETRICHOR HOLDINGS, LLC, a Delaware limited liability company, and Lender have entered into a Credit and Security Agreement, dated as of the date hereof (as at any time amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lender has agreed to make certain loans or other extensions of credit or financial accommodations to the Borrower on the terms and subject to the conditions set forth therein.

B. Pursuant to the Credit Agreement each Guarantor granted to the Lender a security interest in substantially all of such Guarantor’s present and future assets, including the Collateral identified below. To secure the Obligations and to supplement Lender’s security interest in such intellectual property pursuant to the Credit Agreement, the Guarantors are executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the preamble and recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations when due, each Guarantor hereby grants to the Lender a security interest in all of each Guarantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Guarantor now has or hereafter owns, acquires or develops an interest and wherever located, in each case other than Excluded Property (collectively, the “**Collateral**”):

(i) all United States federally registered or filed patents and patent applications, together with the goodwill of the business symbolized thereby, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including the patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof,

(ii) all United States federally registered or filed trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and

trade names, together with the goodwill of the business symbolized thereby, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including the marks, names and applications as described in Schedule B), all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, but specifically excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Guarantors connected with the use of and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties;

(vi) all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Guarantors agree that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If the Guarantors shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, in each case other than with respect to Excluded Property, the provisions of this Agreement shall automatically apply thereto. Without limiting the Guarantors' obligations under this Section 4, each of the Guarantors authorizes the Lender to modify this Agreement by amending Schedules A or B to include any new patent or trademark rights other than with respect to Excluded Property. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Lender, the Guarantors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably

requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Guarantors' compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's security interest in the Collateral with the PTO, including any modification hereof as provided above, and the reasonable expenses of the Lender relating thereto shall be paid by the Guarantors.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Guarantors and the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Colorado.

8. Entire Agreement; Amendment. This Agreement and the Credit Agreement contain the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Lender and the Guarantors on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

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

GUARANTORS:

ARCTIC WALK-INS, INC.

By: 
Name: Brian Murphy
Title: Chief Executive Officer

ARCTIC INDUSTRIES, LLC


By: 
Name: Brian Murphy
Title: Chief Executive Officer

STORE IT COLD, LLC

By: 
Name: Brian Murphy
Title: Chief Executive Officer

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: David S. Streett
Title: Vice President

[Signature Page to Assignment of Security Interest in United States
Patents and Trademarks]

PATENT
REEL: 062421 FRAME: 0323

SCHEDULE A

U.S. Patents of the Guarantors

Registration/ Application No. (indicate if an application):	Registration/ Application Date:	Brief Description of Patent:	Owner:
US 9,062,906 B2	6/23/2015	Retrofittable Air Conditioner to Refrigeration Conversion Unit	Store It Cold, LLC

SCHEDULE B

U.S. Trademarks of the Guarantors

Registration/ Application No. (indicate if an application):	Registration/ Application Date:	Jurisdiction of Registration/ Application (USPTO or State of Colorado):	Description of Trademarks, Tradenames or Service Marks:	Owner
4712066	03/31/2015	USPTO	COOLBOT	Store It Cold, LLC
5900315	11/05/2019	USPTO	COOLBOT JUMPER	Store It Cold, LLC
5803655	07/16/2019	USPTO	GET CONNECTED – STAY COOL	Store It Cold, LLC
5394636	02/06/2018	USPTO	ARCTIC WALK-IN COOLERS AND FREEZERS	Arctic Walk-Ins, Inc. (f/k/a Arctic Industries, Inc.)
5363293	12/26/2017	USPTO	BLUE LINE WALK IN COOLERS AND FREEZERS BY ARCTIC	Arctic Walk-Ins, Inc. (f/k/a Arctic Industries, Inc.)
6892193	11/08/2022	USPTO	ENGINEERING REIMAGINED	Arctic Industries, LLC