

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AWIP, LLC		02/19/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza		
Internal Address:	Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86273655	AVALON BAY	
Serial Number:	85037088	AIR & WATER	
Serial Number:	85049846	LUMA COMFORT	
Serial Number:	87211866	NEWAIR	
Serial Number:	87425240	NEWAIR	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	susan.murphy@bclplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1018939.699		
NAME OF SUBMITTER:	Julie M. Birk		
SIGNATURE:	/Julie M. Birk/		
DATE SIGNED:	02/25/2019		

CH \$140.00 86273655

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), is entered into as of February 19, 2019 by AWIP, LLC (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association (the "Lender").

WHEREAS, the Grantor and certain of its affiliates have entered into a Credit Agreement, dated as of February 19, 2019 (the "Credit Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Credit Agreement, the Grantor and its affiliates have executed and delivered to the Lender that certain Security Agreement, dated February 19, 2019 (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "Trademark Collateral"):

(a) any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, statutory and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), including, without limitation, any thereof referred to on Schedule 1 hereto;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement will be deemed to limit such rights and remedies.

4. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) is effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby are governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

AWIP, LLC

By: 

Luke Peters
CEO

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

)
)SS.
)

On the _____ day of _____, 2019, before me personally appeared Luke Peters, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of AWIP, LLC, the California limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of AWIP, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public
Printed Name:

[Signatures continued on next page.]

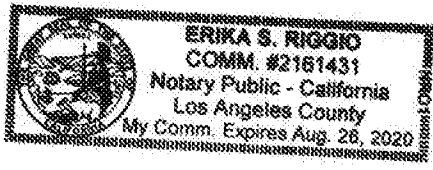
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
County of Orange)

On February 26, 2019 before me, Erika S. Riggio, Notary Public, personally appeared Luke Peters, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
Signature of Notary

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Trademark Security Agreement

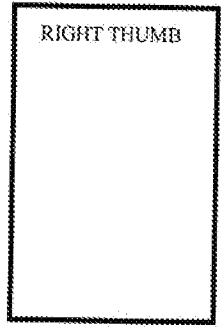
Date of Document: 2-25-2019 Number of Pages in words: _____
(including this page)

Signer(s) Other Than Named Above: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

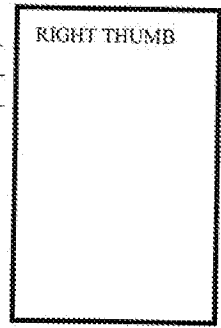
- Individual(s)
- Corporate Officer
Title(s): _____
- Partner(s) - Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____



SIGNER IS REPRESENTING: _____

Signer's Name: _____

- Individual(s)
- Corporate Officer
Title(s): _____
- Partner(s) - Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____



SIGNER IS REPRESENTING: _____

AGREED TO AND ACCEPTED:

LENDER:


JPMORGAN CHASE BANK, N.A.,
as Lender

By: Rebecca Martin
Rebecca Martin
Authorized Officer

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Reg. No.	Reg. Date	Record Owner
AVALON BAY	United States	86/273,655 4,659,142	05/06/2014 12/23/2014	AWIP, LLC
AIR & WATER	United States	85/037,088 3,890,278	05/12/2010 12/14/2010	AWIP, LLC
LUMA COMFORT	United States	85/049,846 4,168,443	05/27/2010 07/03/2012	AWIP, LLC
NEWAIR	United States	87/211,866 5,269,422	10/21/2016 08/22/2017	AWIP, LLC
	United States	87/425,240 5,339,640	04/25/2017 11/21/2017	AWIP, LLC