

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		10/10/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AIRXCEL, INC.		
Street Address:	3050 N SAINT FRANCIS ST		
City:	WICHITA		
State/Country:	KANSAS		
Postal Code:	67219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5702788	GREENPAC	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2159		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	10/11/2023		
Total Attachments: 4			
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EXECUTION VERSION

**PARTIAL TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Partial Termination and Release"), dated as of October 10, 2023, is made by JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Collateral Agreement referred to below), in favor of favor of AIRXCEL, INC., a Delaware corporation (the "Grantor").

W I T N E S S E T H:

WHEREAS, pursuant to (a) the Term Loan Collateral Agreement, dated as of February 1, 2019 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Administrative Agent and (b) that certain Trademark Security Agreement, dated as of September 1, 2021 (the "Trademark Security Agreement"), among the Grantor, the Administrative and the other grantors party thereto, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest (the "Security Interest") in and to all of the Grantor's right, title and interest in the Trademarks, including those items listed on Schedule A attached thereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 13, 2021 at Reel/Frame No. 7420/0378;

WHEREAS, the Trademark Collateral included, among other things, the Trademark of Grantor listed on Schedule I attached hereto (the "Released Trademark Collateral"); and

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to provide this Partial Termination and Release in order to terminate and release its Security Interest solely in the Released Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, the Administrative Agent hereby agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Partial Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement or the Security Agreement.

SECTION 2. Release of Security Interest in Released Trademark Collateral. The Administrative Agent, without recourse, representation or warranty of any kind, hereby terminates, releases, discharges, and cancels all of its Security Interest in the Released

Trademark Collateral arising under the Trademark Security Agreement or the Security Agreement, as applicable, and any right, title or interest of the Administrative Agent in the Released Trademark Collateral arising under the Trademark Security Agreement or the Security Agreement, as applicable, shall hereby cease and become void.

SECTION 3. Partial Release. This Partial Termination and Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Trademark Collateral arising under the Trademark Security Agreement or the Security Agreement. Except as expressly modified hereby, the Trademark Security Agreement and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

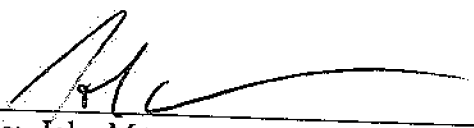
SECTION 4. Recordation. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Partial Termination and Release.

SECTION 5. Governing Law. This Partial Termination and Release shall be construed in accordance with and governed by the law of the State of New York.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Termination and Release to be duly executed and delivered as of the date written above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: John Morrone
Title: Authorized Officer

[Signature Page – Partial Termination and Release of Security Interest in Trademark Rights
in Favor of Airxcel, Inc. (Term Loan)]

TRADEMARK
REEL: 008224 FRAME: 0506

SCHEDULE I
to
PARTIAL TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

Released Trademark Collateral

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>
GREENPAC	Airxcel, Inc.	88/068127	5702788