

# RECORDATION OF TRADEM

05-02-2003

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

No. 1651-0011 (exp. 4/04)



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OFFICE OF PUBLIC AFFAIRS

102439615

To the Honorable Commissioner of Patents and Trademarks:

Name of conveying party(ies):

2. Name and address of receiving party(ies)

Comfort Systems USA, Inc.

Name: General Electric Capital Corporation,  
as agent

Individual(s)  Association  
General Partnership  Limited Partnership  
 Corporation-State Del  
Other \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

Additional name(s) of conveying party(ies) attached?  Yes  No

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Del  
 Other \_\_\_\_\_

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Execution Date: October 11, 2002

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: X4

Name: Laura Konrath

7. Total fee (37 CFR 3.41).....\$ 165.00

Internal Address: Winston & Strawn

Enclosed

33rd Floor

Authorized to be charged to deposit account

Street Address: 35 West Wacker Drive

8. Deposit account number:

City: Chicago State: IL ZIP: 60601

N/A

(Attach duplicate copy of this page if paying by deposit account)

03/01/2001 ECDOPER 00000106 75754338

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01 FC:8521 40.00 DP  
02 FC:8521 75.00 DP

Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath  
Name of Person Signing

Signature

4/24/03  
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box 4000, Washington, DC 20540

TRADEMARK  
REEL: 002723 FRAME: 0198

040012607  
03/01/2003 ECDOPER  
CHECK Original Details \$50.00

Continuation  
Item 4

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Trademark Report

| COUNTRY   | REFERENCE#      | CLIENT | FILED      | APPL#      | REGDT      | REG#      | STATUS     | CLASSES |
|---|-----------------|--------|------------|------------|------------|-----------|------------|---------|
| <b>COMFORT CAPITAL USA</b>                            |                 |        |            |            |            |           |            |         |
| UNITED STATES   | 17464.7006.0007 |        | 07/19/1999 | 75/754,338 |            |           | PENDING    | 36      |
| <b>COMFORT COVERAGE</b>                               |                 |        |            |            |            |           |            |         |
| UNITED STATES   | 17464.7006.0008 |        | 04/11/2000 | 78/003,644 |            |           | ALLOWED    | 16,37   |
| <b>COMFORT SYSTEMS USA</b>                            |                 |        |            |            |            |           |            |         |
| UNITED STATES   | 17464.006.0002  |        | 06/26/1997 | 75/315,453 | 09/28/1999 | 2,282,218 | REGISTERED | 37      |
| <b>COMFORT SYSTEMS USA PREFERRED PARTNER STYLIZED</b> |                 |        |            |            |            |           |            |         |
| UNITED STATES   | 17464.006.0006  |        | 11/18/1998 | 75/591,279 |            |           | ALLOWED    | 37      |
| <b>QUALITY PEOPLE. BUILDING SOLUTIONS.</b>            |                 |        |            |            |            |           |            |         |
| UNITED STATES   | 17464.000021    |        | 08/15/2001 | 78/079,383 |            |           | PENDING    | 37      |
| <b>CS design</b>                                      |                 |        |            |            |            |           |            |         |
| UNITED STATES   | 17464.7006.0005 |        | 04/13/1998 | 75/467,039 | 03/12/2002 | 2,547,608 | REGISTERED | 37      |

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 11, 2002, by COMFORT SYSTEMS USA, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

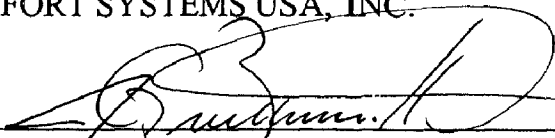
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[signature page follows]**

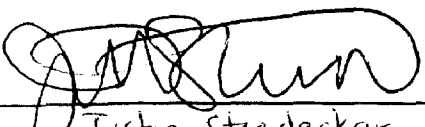
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMFORT SYSTEMS USA, INC.

By:   
Name: J. Gordon Beittenmiller  
Title: Executive Vice-President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:   
Name: Justin Staadecker  
Title: Its Duly Authorized Signatory

