

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ComfortPro Systems, LLC		10/17/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	The Private Bank and Trust Company		
Street Address:	70 West Madison Street		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	State Chartered Bank:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76654398	COMFORTPRO	
Registration Number:	3048064	AQUAHEAT	
Registration Number:	2419788	AQUASEAL	
Registration Number:	3402279	PROPORT	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-8086		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Debra S. Clark		
Address Line 1:	Wacker Drive Station, Sears Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	09111821.0007		

OP \$115.00 76654398

NAME OF SUBMITTER:	Katie A. Krutzsch
Signature:	/katie a. krutzsch/
Date:	10/29/2008
Total Attachments: 7 source=ComfortPro#page1.tif source=ComfortPro#page2.tif source=ComfortPro#page3.tif source=ComfortPro#page4.tif source=ComfortPro#page5.tif source=ComfortPro#page6.tif source=ComfortPro#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 17, 2008, by COMFORTPRO SYSTEMS, LLC (formerly known as Heatlink L.L.C.), an Illinois limited liability company whose address is 8150 Lehigh Avenue, Morton Grove, IL 60053 (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank whose address is 70 West Madison Street, Suite 200, Chicago, IL 60602 (the "Lender").

RECITALS

The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lender pursuant to which the Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its Affiliates (the Grantor and such other Persons being hereinafter collectively referred to as the "Borrowers").

The Grantor is a party to that certain Guaranty and Security Agreement bearing even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Secured Obligations (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender as collateral security for the Secured Obligations, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a

trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

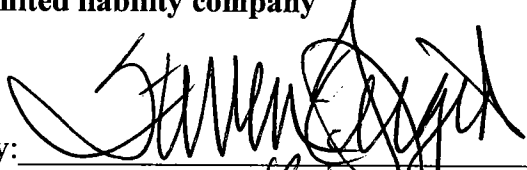
Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Secured Obligations.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

COMFORTPRO SYSTEMS, LLC, an Illinois limited liability company

By: 
Name: _____
Title: _____

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**COMFORTPRO SYSTEMS, LLC, an Illinois
limited liability company**

By: _____
Name: _____
Title: _____

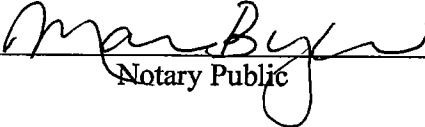
Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: *[Signature]*
Name: *Francis Monahan*
Title: *Managing Director*

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 17th day of October, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of ComfortPro Systems, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

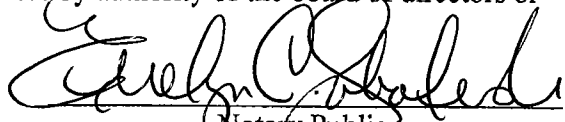


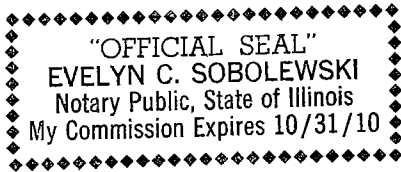
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 17th day of October, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of The PrivateBank and Trust Company, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.


Notary Public



**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Comfortpro	AQUAHEAT	76/619,748	3,048,064	11/8/2005	1/24/2006
Comfortpro	COMFORTPRO	76/654,398	None	07/26/2006	None
Comfortpro	AQUASEAL	75/576,142	2,419,788	07/01/2000	01/09/2001
Comfortpro	PROPORT	76/653,218	3,402,279	01/10/2006	03/25/2008