

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
Aire Serv Heating & Air Conditioning, Inc.		12/23/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2248445		
Registration Number:	2763655	AIRE SERV	
Registration Number:	1890475	AIRE SERV	
Registration Number:	1818574	AIRE SERV	
Registration Number:	3578721	AIRE SERV HEATING & AIR CONDITIONING	
Registration Number:	1927783	AIRE SERV	
Registration Number:	3215184	AIRESTREAM	
Registration Number:	3169220	ASATS	
Registration Number:	2763656		
Registration Number:	2729724	WE TREAT YOUR HOME LIKE IT'S OUR OWN	
Registration Number:	2537342	WE'LL PUT YOU IN YOUR COMFORT ZONE	
Registration Number:	2393392	YOUR COMFORT COMPANY	
Registration Number:	2395615	YOUR COMFORT COMPANY	

CH \$340.00 2248445

900179878

TRADEMARK
 REEL: 004441 FRAME: 0768

CORRESPONDENCE DATA

Fax Number: (312)558-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125586352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 West Wacker Drive

Address Line 2: Winston & Strawn LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

6737-133

NAME OF SUBMITTER:

Laura Konrath

Signature:

/Laura Konrath/

Date:

12/28/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the date set forth in the signature page below, is made by Aire Serv Heating & Air Conditioning, Inc., a Texas corporation (herein referred to as "Grantor") in favor of Madison Capital Funding LLC, as agent for the Lenders (as defined below) (the "Agent") for the Lenders party to the Credit Agreement (as defined below).

WHEREAS, the Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses (as defined in the Guarantee and Collateral Agreement referred to below);

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Borrowers (as defined in the Credit Agreement), Holdings (as defined in the Credit Agreement), the other persons party thereto as Loan Parties (as defined in the Credit Agreement), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a Lien (as defined in the Credit Agreement) on the Collateral (as defined in the Credit Agreement), including the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a Lien in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, subject to the rights of the licensors therein, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof, all subject to and in accordance with, the Credit Agreement and the Collateral Agreement.

The foregoing Lien is granted in conjunction with the Lien granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

**AIRE SERV HEATING & AIR
CONDITIONING, INC.**

By: _____

Name: Samuel L. Katz
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

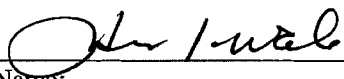
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

**AIRE SERV HEATING & AIR CONDITIONING,
INC.**

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name:
Title: **Hugh Wade
Chief Administrative Officer
Senior Managing Director**

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004441 FRAME: 0773**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
DESIGN ONLY 	U.S. Federal	75039292 1/2/1996	2248445 6/1/1999	Aire Serv Heating & Air Conditioning Inc.
AIRE SERV	U.S. Federal	76409673 5/17/2002	2763655 9/16/2003	Aire Serv Heating & Air Conditioning, Inc.
AIRE SERV	U.S. Federal	74254969 3/13/1992	1890475 4/18/1995	Aire Serv Heating & Air Conditioning, Inc.
AIRE SERV	U.S. Federal	74801431 3/13/1992	1818574 1/25/1994	Aire Serv Heating & Air Conditioning, Inc.
AIRE SERV HEATING & AIR CONDITIONING 	U.S. Federal	77351667 12/13/2007	3578721 2/24/2009	Aire Serv Heating & Air Conditioning, Inc.
AIRE SERV 	U.S. Federal	74572281 9/12/1994	1927783 10/17/1995	Aire Serv Heating & Air Conditioning, Inc.
AIRESTREAM	U.S. Federal	78769967 12/9/2005	3215184 3/6/2007	Aire Serv Heating & Air Conditioning, Inc.
ASATS	U.S. Federal	76618582 10/29/2004	3169220 11/7/2006	Aire Serv Heating & Air Conditioning, Inc.
DESIGN ONLY 	U.S. Federal	76409674 5/17/2002	2763656 9/16/2003	Aire Serv Heating & Air Conditioning, Inc.
WE TREAT YOUR HOME LIKE IT'S OUR OWN	U.S. Federal	76069677 6/13/2000	2729724 6/24/2003	Aire Serv Heating & Air Conditioning, Inc.
WE'LL PUT YOU IN YOUR COMFORT ZONE	U.S. Federal	76069676 6/13/2000	2537342 2/5/2002	Aire Serv Heating & Air Conditioning, Inc.
YOUR COMFORT COMPANY	U.S. Federal	75804237 9/21/1999	2393392 10/10/2000	Aire Serv Heating & Air Conditioning, Inc.
YOUR COMFORT COMPANY 	U.S. Federal	75804238 9/21/1999	2395615 10/17/2000	Aire Serv Heating & Air Conditioning, Inc.

