

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CS OPERATING, LLC		05/25/2012	LIMITED LIABILITY COMPANY: TEXAS
CHURCH SERVICES ACQUISITION COMPANY		05/25/2012	COMPANY: TEXAS
DFW COMFORT EXPERTS, INC.		05/25/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	THE F&M BANK & TRUST COMPANY
Street Address:	3811 Turtle Creek Boulevard
Internal Address:	Suite 1700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3821167	STARK AIR
Registration Number:	3821169	STARK SERVICE CO
Registration Number:	3821174	STARK SEAL OF SAFETY

CORRESPONDENCE DATA

Fax Number: 2147581550
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2147581500
 Email: shernandez@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2000 McKinney Avenue, Suite 1700
 Address Line 2: Patton Boggs LLP

OP \$90.00 3821167

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 030105.0109

NAME OF SUBMITTER: Darren W. Collins

Signature: /Darren W. Collins/

Date: 05/31/2012

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "IP Security Agreement") is made and effective as of May 25, 2012, by and among EACH OF THE UNDERSIGNED (collectively the "Grantors" and individually, jointly and severally, each a "Grantor"), in favor of THE F&M BANK & TRUST COMPANY ("F&M"), as agent for the Lenders (defined below) (together with its successors and assigns in such capacity, "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of March 26, 2012, by and among CS Operating, LLC, a Texas limited liability company ("CS Operating"), DFW Comfort Experts, Inc., a Texas corporation ("DFW Comfort", and together with CS Operating, individually, each a "Borrower", and collectively, jointly and severally, "Borrowers"), Agent and the lenders party thereto from time to time (the "Lenders"), as amended by that certain Joinder and First Amendment to Loan and Security Agreement, dated as of May 25, 2012 (including all appendices, annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to extend credit and make other financial accommodations to Grantor; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Loan Agreement, each Grantor has granted to Agent, for the benefit of the Lenders, a continuing security interest in, among other property, all Intellectual Property of the Grantors, and has agreed as a condition thereof to execute this IP Security Agreement for recording such security interest with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Loan Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance in full of the Obligations, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in, lien and mortgage in and to such Grantor's rights in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Excluded Intellectual Property (as defined below) (the "IP Collateral"):

(a) The copyright registrations and applications set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisionals, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The trademark and service mark registrations and trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include any of the foregoing if and to the extent that the grant of a security interest therein: (i) is prohibited by any statute, law, rule, regulation, order or other requirement of a Governmental Authority, (ii) requires a consent not obtained of any Governmental Authority pursuant to such statute, law, rule, regulation, order or other requirement, or is prohibited by, constitutes a breach or default under, or results in the termination of, any contract, lease, license, agreement, instrument or other document evidencing or giving rise to such property (other than to the extent such statute, law, rule, regulation, order or other requirement, or the term in such contract, lease, license, agreement, instrument or other document providing for such prohibition, breach, default or termination is ineffective under applicable law); provided however that, the IP Collateral shall include and such security interest shall attach immediately to any applicable portion of the property described in clauses (i) and (ii) at such time as the condition causing such prohibition, breach, default or termination shall be remedied and to the extent severable, shall attach immediately to any portion of such property to the extent that such attachment does not result in any of the consequences specified in clauses (i) and (ii) above, or (iii) would result in the invalidation, unenforceability or voiding thereof with respect to any intent-to-use Trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of any registration that issues from such intent-to-use application under applicable federal law, whereupon such applications shall be automatically subject to the security interest, lien and mortgage granted herein and deemed included in the IP Collateral (all of the foregoing in this sentence being referred to collectively as the "Excluded Intellectual Property"). Notwithstanding the foregoing, the IP Collateral shall include all proceeds of any Excluded Intellectual Property, unless such proceeds separately constitute Excluded Intellectual Property.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly record the interests of F&M as agent for the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon the repayment in full, in cash, of all Obligations (other than contingent indemnity obligations that are not yet due and payable) and termination of all Commitments under the Loan Agreement. Upon any such termination, Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and Agent are more fully described in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement shall be governed by the internal laws of the state of Texas, without regard to conflicts of law principles. If any provision or application of this IP Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this IP Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement as set forth in the Loan Agreement.


(d) Amendment and Restatement. This IP Security Agreement amends and restates (but does not constitute an extinguishment or novation of) that certain Intellectual Property Security Agreement dated March 26, 2012 by CS Operating and Church Services Acquisition Company in favor of Agent for the Lenders.

[Remainder of Page Intentionally Blank; Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

CS OPERATING, LLC


By: 
Name: Robert Shelton
Title: Chief Operating Officer and
Chief Financial Officer

**CHURCH SERVICES ACQUISITION
COMPANY**

By: 
Name: Robert Shelton
Title: Chief Operating Officer and
Chief Financial Officer

**EFFECTIVE UPON THE CONSUMMATION
OF THE STARK ACQUISITION:**

DFW COMFORT EXPERTS, INC.

By: 
Name: Robert Shelton
Title: Chief Operating Officer and
Chief Financial Officer

[SIGNATURE PAGE TO A&R IP SECURITY AGREEMENT]

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B
PATENT COLLATERAL

Registered Patents:

None.


Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Mark	Owner	Reg./App. No.	Date	Country
Stark Air	DFW Comfort Experts, Inc.	3,821,167	July 20, 2010	U.S.A.
Stark Service Co.	DFW Comfort Experts, Inc.	3,821,169	July 20, 2010	U.S.A.
	DFW Comfort Experts, Inc.	3,821,174	July 20, 2010	U.S.A.

SCHEDULE D
DOMAIN NAMES

None.