

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
TCI CONTRACTING, LLC		08/31/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	225 Franklin Street		
Internal Address:	ATTN: Christopher OâHalloran		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank - National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3602243	TCI TOTAL COMFORT INSTALLATIONS	
Registration Number:	3602245	TOTAL COMFORT INSTALLATIONS	
Registration Number:	3602240	TCI	
Registration Number:	3818074		
CORRESPONDENCE DATA			
Fax Number:	7043738839		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043738065		
Email:	rlucas@mcguirewoods.com		
Correspondent Name:	Gina M. Lucas, Paralegal		
Address Line 1:	201 N. Tryon Street, Suite 3000		
Address Line 2:	c/o McGuireWoods, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$115.00 3602243

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	09/06/2012
Total Attachments: 4 source=IBP Trademark Security Agreement#page1.tif source=IBP Trademark Security Agreement#page2.tif source=IBP Trademark Security Agreement#page3.tif source=IBP Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT** dated as of August 31, 2012 (this "Trademark Security Agreement"), is made by **TCI CONTRACTING, LLC**, a Georgia limited liability company (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. The Grantor, the other borrowers from time to time party thereto, the guarantors from time to time party thereto, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement dated as of November 4, 2011 (as amended, restated or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTOR:

TCI CONTRACTING LLC

By: 
Name: Michael T. Miller
Title: Executive Vice President - Finance

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By:  _____

Name: Christopher M. O'Halloran

Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TCI Contracting, LLC	US	TCI/Total Comfort Installations and design	3,602,243	4/7/2009
TCI Contracting, LLC	US	Total Comfort Installations	3,602,245	4/7/2009
TCI Contracting, LLC	US	TCI	3,602,240	4/7/2009
TCI Contracting, LLC	US	Man with Gutter on Shoulder design	3,818,074	7/13/2010

United States Trademark Applications:

None.