

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------------------|
| Phoenix Peach, LLC | | 12/01/2012 | LIMITED LIABILITY COMPANY: NEVADA |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | American Residential Services, LLC |
| Street Address: | 965 Ridge Lake Blvd., Suite 201 |
| City: | Memphis |
| State/Country: | TENNESSEE |
| Postal Code: | 38120 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------------------------------|
| Registration Number: | 3649688 | GOETTL AIR CONDITIONING |
| Registration Number: | 4121810 | GOTTA GETTA GOETTL! |
| Registration Number: | 4138174 | SINCE 1939 GOETTL AIR CONDITIONING |
| Registration Number: | 4141810 | SINCE 1939 GOETTL AIR CONDITIONING GOTTAGETTA GOETTL! |
| Registration Number: | 4141811 | GOETTL EFFICIENT ATTIC SYSTEMS SINCE 1939 |

CORRESPONDENCE DATA

Fax Number: 6024458601
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 602-445-8000
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CH \$140.00 3649688

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| ATTORNEY DOCKET NUMBER: | 130384.010100 |
| NAME OF SUBMITTER: | Karl A. Freeburg |
| Signature: | /karl a. freeburg/ |
| Date: | 02/14/2013 |
| Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks -- Phoenix Peach to ARS#page1.tif source=Confirmatory Grant of Security Interest in Trademarks -- Phoenix Peach to ARS#page2.tif source=Confirmatory Grant of Security Interest in Trademarks -- Phoenix Peach to ARS#page3.tif source=Confirmatory Grant of Security Interest in Trademarks -- Phoenix Peach to ARS#page4.tif | |

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

1/11/12 December 1

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant") is made effective as of ~~November~~, 2012, by and from Phoenix Peach, LLC, a Nevada limited liability company (the "Grantor"), to and in favor of American Residential Services, L.L.C., a Delaware limited liability company (the "Grantee").

WHEREAS, the Grantor and the Grantee have entered into a Security Agreement, of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

PHOENIX PEACH, LLC, a Nevada limited liability company

By: 

Name: KENNETH GODDARD ELBORN II MANAGEMENT

Title: MANAGER PHOENIX PEACH, LLC

Schedule 4.8

Intellectual Property

1. Trademark Registrations:

- a. Service Mark, registered with the United States Patent and Trademark Office on July 7, 2009, at Registration No. 3,649,688, as assigned to Debtor
- b. Service Mark, registered with the United States Patent and Trademark Office on April 3, 2012, at Registration No. 4,121,810, as assigned to Debtor
- c. Service Mark, registered with the United States Patent and Trademark Office on May 8, 2012, at Registration No. 4,138,174, as assigned to Debtor
- d. Service Mark, registered with the United States Patent and Trademark Office on May 15, 2012, at Registration No. 4,141,810, as assigned to Debtor
- e. Service Mark, registered with the United States Patent and Trademark Office on May 15, ~~2009~~ 2012, at Registration No. 4,141,811, as assigned to Debtor

2. Trademark Applications: None.
3. Patent Registrations: None.
4. Patent Applications: None.
5. Copyright Registrations: None.
6. Copyright Applications: None.