

## 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
SCHAN, INC. d/b/a Fournier Air Conditioning and Refrigeration		03/27/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3829254	FOURNIER	
Registration Number:	3826114	FOURNIER	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.251		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$65.00 3829254

Signature:	/sharon patterson/
Date:	03/27/2013
Total Attachments: 5 source=Schan Trademark Security Agreement#page1.tif source=Schan Trademark Security Agreement#page2.tif source=Schan Trademark Security Agreement#page3.tif source=Schan Trademark Security Agreement#page4.tif source=Schan Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2013, is made by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, a Delaware limited liability company, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2012 by and among Source Refrigeration & HVAC, Inc., a California corporation ("Source Refrigeration"), Mechanical Services Incorporated, a California corporation ("Mechanical Services"), Source Mechanical Services, Inc., a Delaware corporation ("Source Mechanical"), SRC Acquisition Corporation, a Delaware corporation ("SRC"), DHR Mechanical Services-Georgia, Inc., a Georgia corporation ("DHR"; together with Source Refrigeration, Mechanical Services, Source Mechanical and SRC, collectively the "Borrowers" and each a "Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make and continue to make the Loans and to issue and continue to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of April 30, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code and exclusive of any collateral that would constitute Excluded Property) (collectively, the "Trademark Collateral");

- (a) all of its Trademarks set forth on Schedule I hereto;
- (b) all divisions or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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 inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCHAN, INC. d/b/a Fournier Air Conditioning and Refrigeration, a Florida corporation

By:   
Name: Bruce Buchholz  
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: \_\_\_\_\_  
Name: Craig Lacy  
Title: Senior Managing Director

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCHAN, INC. d/b/a Fournier Air Conditioning and Refrigeration, a Florida corporation

By: \_\_\_\_\_  
Name: Bruce Buchholz  
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:  \_\_\_\_\_  
Name: Craig Lacy  
Title: Senior Managing Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
Fournier	Registered	77719665	3829254	8/3/10
Fournier	Registered	77719653	3826114	7/27/10