

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
Service Experts LLC		04/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 24		
Property Type	Number	Word Mark
Registration Number:	2887188	WE'RE THERE WHEN YOU NEED US THERE
Registration Number:	3084331	DAYTIME NIGHTTIME ON-TIME
Registration Number:	4119664	EXPERT SERVICE GUARANTEED
Registration Number:	3084333	EXPERTISE YOU CAN RELY ON, GUARANTEED
Registration Number:	3087103	ALWAYS EASY TO WORK WITH
Registration Number:	2964842	HOME HEALTH
Registration Number:	4085251	
Registration Number:	4103219	
Registration Number:	3182270	NATE-CERTIFIED PROFESSIONAL TECHS
Registration Number:	3087102	QUALITY SERVICE EVERY VISIT
Registration Number:	3665779	PLATINUM PLUS
Registration Number:	3665780	PLUS
Registration Number:	2873351	PARTNERS IN HOME COMFORT

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Registration Number:	3084332	RESPECT FOR YOU & YOUR HOME
Registration Number:	4037240	SERVICE EXPERTS EXPERTISE YOU CAN RELY O
Registration Number:	3134818	S SERVICE EXPERTS
Registration Number:	3141018	S SERVICE EXPERTS
Registration Number:	2655797	S SERVICE EXPERTS
Registration Number:	1979318	SERVICE EXPERTS
Registration Number:	1779388	SERVICE EXPERTS
Registration Number:	4103218	SERVICE EXPERTS HEATING & AIR CONDITIONI
Registration Number:	4103220	SERVICE EXPERTS HEATING & AIR CONDITIONI
Serial Number:	85546378	EXPERT CASH
Serial Number:	85486038	SERVICE EXPERTS HEATING & AIR CONDITIONI

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: Eighth Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13013
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	04/29/2013

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 26th day of April, 2013 by SERVICE EXPERTS LLC, a limited liability company formed under the laws of the State of Delaware (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, and certain of its affiliates (together with Grantor, the "Borrowers"), Lenders and Agent are parties to a certain Revolving Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, (the "Trademarks") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks owned or registered to Grantor.

4. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of law principals.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SERVICE EXPERTS LLC

By: 
Name: Scott Boxer
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: John J. Shields, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

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TRADEMARK
REEL: 005016 FRAME: 0459

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SERVICE EXPERTS LLC

By: _____
Name: Scott Boxer
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: John J. Shields, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]



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SCHEDULE 1



(See Attached)


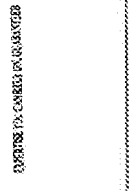

SCHEDULE -1





Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
Canada App. No. 1,584,184	June 29, 2012	N/A	N/A	EXPERT CASH	Word	Canada	Service Experts LLC
Canada App. No. 1,537,172	July 26, 2011	N/A	N/A	EXPERT SERVICE GUARANTEEED	Word	Canada	Service Experts LLC
Canada App. No. 1,555,055	December 6, 2011	N/A	N/A	SERVICE EXPERTS HEATING & AIR CONDITIONING	Word	Canada	Service Experts LLC
Canada App. No. 1,526,348	December 5, 2011	Canada Reg. No. TMA829,748	August 10, 2012	Miscellaneous Design (Black & White)		Canada	Service Experts LLC
Canada App. No. 1,526,349	December 5, 2011	Canada Reg. No. TMA829,750	August 10, 2012	Miscellaneous Design (Claims Color)		Canada	Service Experts LLC





Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
Canada App. No. 1,490,803	August 2, 2010	Canada Reg. No. TMA830,625	August 24, 2012	S SERVICE EXPERTS EXPERTISE YOU CAN RELY ON, GUARANTEED & Design		Canada	Service Experts LLC
Canada App. No. 1,526,350	December 5, 2011	Canada Reg. No. TMA829,751	August 10, 2012	SERVICE EXPERTS HEATING & AIR CONDITIONING & Design (Black & White)		Canada	Service Experts LLC
Canada App. No. 1,526,352	May 5, 2011	Canada Reg. No. TMA829,752	August 10, 2012	SERVICE EXPERTS HEATING & AIR CONDITIONING & Design (Claims Color)		Canada	Service Experts LLC
Canada App. No. 1,100,822	April 26, 2001	Canada Reg. No. TMA770,418	June 22, 2010	SERVICE EXPERTS	Word	Canada	Service Experts LLC





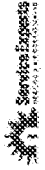
Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
Canada App. No. 1,353,127	June 26, 2007	Canada Reg. No. TMA725,402	October 7, 2008	ALWAYS EASY TO WORK & Design		Canada	Service Experts LLC
Canada App. No. 1,353,125	June 26, 2007	Canada Reg. No. TMA725,425	October 7, 2008	DAYTIME NIGHTTIME ON-TIME & Design		Canada	Service Experts LLC
Canada App. No. 1,353,118	June 26, 2007	Canada Reg. No. TMA725,631	October 8, 2008	EXPERTISE YOU CAN RELY ON, GUARANTEEED	Word	Canada	Service Experts LLC
Canada App. No. 1,353,119	June 26, 2007	Canada Reg. No. TMA725,633	October 8, 2008	FIVE STANDARDS OF EXCELLENCE & Design		Canada	Service Experts LLC
Canada App. No. 1,353,131	June 26, 2007	Canada Reg. No. TMA772,008	July 15, 2010	HOME HEALTH	Word	Canada	Service Experts LLC
Canada App. No. 1,353,123	June 26, 2007	Canada Reg. No. TMA725,427	October 7, 2008	NATE-CERTIFIED PROFESSIONAL TECHS & Design		Canada	Service Experts LLC

Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
Canada App. No. 1,353,130	June 26, 2007	Canada Reg. No. TMA772,128	July 16, 2010	PARTNERS IN HOME COMFORT	Word	Canada	Service Experts LLC
Canada App. No. 1,353,107	June 26, 2007	Canada Reg. No. TMA772,426	July 20, 2010	PLATINUM PLUS	Word	Canada	Service Experts LLC
Canada App. No. 1,205,942	February 10, 2004	Canada Reg. No. TMA694,039	August 14, 2007	PLUS	Word	Canada	Service Experts LLC
Canada App. No. 1,353,124	June 26, 2007	Canada Reg. No. TMA725,426	October 7, 2008	QUALITY SERVICE EVERY VISIT & Design		Canada	Service Experts LLC
Canada App. No. 1,353,121	June 26, 2007	Canada Reg. No. TMA725,419	October 7, 2008	RESPECT FOR YOU & YOUR HOME & Design		Canada	Service Experts LLC
Canada App. No. 1,028,240	September 8, 1999	Canada Reg. No. TMA548,815	July 27, 2001	TLC	Word	Canada	Service Experts LLC
Canada App. No. 1,186,025	July 30, 2003	Canada Reg. No. TMA630,779	January 21, 2005	TLC PLUS	Word	Canada	Service Experts LLC

Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
Canada App. No. 1,110,449	July 24, 2001	Canada Reg. No. TMA579,057	April 7, 2003	TLC PLUS	Word	Canada	Service Experts LLC
Canada App. No. 1,142,888	June 5, 2002	Canada Reg. No. TMA594,039	November 5, 2003	WERE THERE WHEN YOU NEED US THERE	Word	Canada	Service Experts LLC
U.S. App. No. 76/448,172	September 4, 2002	U.S. Reg. No. 2,887,188	September 21, 2004	WERE THERE WHEN YOU NEED US THERE	Word	U.S.	Service Experts LLC
U.S. App. No. 76/638,667	May 16, 2005	U.S. Reg. No. 3,084,331	April 25, 2006	DAYTIME NIGHTTIME ON-TIME & Design		U.S.	Service Experts LLC
U.S. App. No. 85/309,711	May 2, 2011	U.S. Reg. No. 4,119,664	March 27, 2012	EXPERT SERVICE GUARANTEED	Word	U.S.	Service Experts LLC
U.S. App. No. 76/638,669	May 16, 2005	U.S. Reg. No. 3,084,333	April 25, 2006	EXPERTISE YOU CAN RELY ON, GUARANTEED (Sylized)		U.S.	Service Experts LLC
U.S. App. No. 76/638,664	May 16, 2005	U.S. Reg. No. 3,087,103	May 2, 2006	ALWAYS EASY TO WORK WITH & Design		U.S.	Service Experts LLC

Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
U.S. App. No. 76/594,140	May 25, 2004	U.S. Reg. No. 2,964,842	July 5, 2005	HOME HEALTH	Word	U.S.	Service Experts LLC
U.S. App. No. 76/638,667	May 16, 2005	U.S. Reg. No. 3,084,331	April 25, 2006	DAYTIME ON- NIGHTIME ON- TIME & Design		U.S.	Service Experts LLC
U.S. App. No. 85/302,009	April 22, 2011	U.S. Reg. No. 4,085,251	January 10, 2012	Miscellaneous Design (Black & White)		U.S.	Service Experts LLC
U.S. App. No. 85/302,052	April 22, 2011	U.S. Reg. No. 4,103,219	February 21, 2012	Miscellaneous Design (Claims Color)		U.S.	Service Experts LLC
U.S. App. No. 76/638,641	May 16, 2005	U.S. Reg. No. 3,182,270	December 12, 2006	NATE- CERTIFIED PROFESSIONAL TECHS & Design		U.S.	Service Experts LLC

Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
U.S. App. No. 76/638,662	May 16, 2005	U.S. Reg. No. 3,087,102	May 2, 2006	QUALITY SERVICE EVERY VISIT & Design		U.S.	Service Experts LLC
U.S. App. No. 77/513,376	July 2, 2008	U.S. Reg. No. 3,665,779	August 11, 2009	PLATINUM PLUS	Word	U.S.	Service Experts LLC
U.S. App. No. 77/513,387	July 2, 2008	U.S. Reg. No. 3,665,780	August 11, 2009	PLUS	Word	U.S.	Service Experts LLC
U.S. App. No. 76/456,642	October 1, 2002	U.S. Reg. No. 2,873,351	August 17, 2004	PARTNERS IN HOME COMFORT	Word	U.S.	Service Experts LLC
U.S. App. No. 76/638,668	May 16, 2005	U.S. Reg. No. 3,084,332	April 25, 2006	RESPECT FOR YOU & YOUR HOME & Design		U.S.	Service Experts LLC
U.S. App. No. 85/095,268	July 28, 2010	U.S. Reg. No. 4,037,240	October 11, 2011	SERVICE EXPERTS EXPERTISE YOU CAN RELY ON, GUARANTEEED		U.S.	Service Experts LLC
U.S. App. No. 76/648,739	October 18, 2005	U.S. Reg. No. 3,134,818	August 29, 2006	S SERVICE EXPERTS & Design (w/ Badge)		U.S.	Service Experts LLC

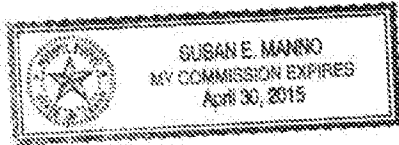
Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
U.S. App. No. 76/646,670	September 12, 2005	U.S. Reg. No. 3,141,018	September 12, 2006	S SERVICE EXPERTS & Design (w/Badge and Sam)		U.S.	Service Experts LLC
U.S. App. No. 76/223,611	March 13, 2001	U.S. Reg. No. 2,655,797	December 3, 2002	S SERVICE EXPERTS (Stylized)		U.S.	Service Experts LLC
U.S. App. No. 74/606,296	December 2, 1994	U.S. Reg. No. 1,979,318	June 11, 1996	SERVICE EXPERTS	Word	U.S.	Service Experts LLC
U.S. App. No. 74/144,194	March 4, 1991	U.S. Reg. No. 1,779,388	June 29, 1993	SERVICE EXPERTS & Design		U.S.	Service Experts LLC
U.S. App. No. 85/302,036	April 22, 2011	U.S. Reg. No. 4,103,218	February 21, 2012	SERVICE EXPERTS HEATING & AIR CONDITIONING & Design		U.S.	Service Experts LLC
U.S. App. No. 85/302,061	April 22, 2012	U.S. Reg. No. 4,103,220	February 21, 2012	SERVICE EXPERTS HEATING & AIR CONDITIONING & Design (Claims Color)		U.S.	Service Experts LLC

Application Number	Application Date	Registration /Issue Number	Registration /Issue Date	Trademark	Word or Design Mark	Country or Other Jurisdiction	Owner
U.S. App. No. 85/546,378	February 17, 2012	N/A	N/A	EXPERT CASH	Word	U.S.	Service Experts LLC
U.S. App. No. 85/486,038	December 2, 2011	N/A	N/A	SERVICE EXPERTS HEATING & AIR CONDITIONING	Word	U.S.	Service Experts LLC

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF TEXAS : SS
COUNTY OF DALLAS :

On this 26 of April, 2013, before me personally appeared Scott Boxer, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Service Experts LLC; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Susan E. Manno
Notary Public
My Commission Expires: April 30, 2015

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT)

074658.13013/12301243v.1

TRADEMARK
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POWER OF ATTORNEY

SERVICE EXPERTS LLC (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, and Grantor and certain of its affiliates dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks (as defined in the Intellectual Property Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

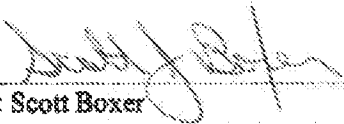
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this
____ day of April, 2013.

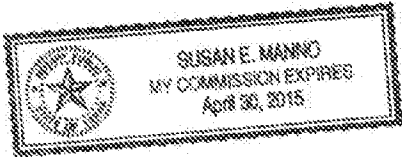
SERVICE EXPERTS LLC

By: 
Name: Scott Boxer
Title: President and Chief Executive Officer

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *TEXAS* : SS
COUNTY OF *DALLAS* :

On this 26 of April, 2013, before me personally appeared Scott Boxer, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Service Experts LLC; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Susan E. Manno
Notary Public
My Commission Expires: *April 30, 2015*