

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ally Bank, as successor Agent to Ally Commercial Finance LLC, f/k/a GMAC Commercial Finance LLC, as Agent		06/30/2014	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	American Residential Services, L.L.C.		
Street Address:	200 Clarendon Street, 54th Floor		
Internal Address:	c/o Charlesbank Capital Partners, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	3789570	AMERICAN RESIDENTIAL SERVICES	
Registration Number:	3750339	UNITED BY EXCEPTIONAL SERVICE ARS RESCUE	
Registration Number:	3726149	ARS	
Registration Number:	3716081	RESCUE ROOTER	
Registration Number:	3712758		
Registration Number:	3712757		
Registration Number:	3666651	UNITED BY EXCEPTIONAL SERVICE	
Registration Number:	3648427	DRAINRIGHT DRAIN MAINTAINER	
Registration Number:	3648402	ARS RESCUE ROOTER	
Registration Number:	3636347		
Registration Number:	3636346	RESCUE ROOTER	
Registration Number:	3632606		
Registration Number:	3573896	YES!	
Registration Number:	3408553	THE IRISH PLUMBER "SINCE 1945"	
Registration Number:	3408552	THE IRISH PLUMBER	
Registration Number:	2862248	EAS EFFICIENT ATTIC SYSTEMS	
Registration Number:	2831505	THE ENERGY EFFICIENT ATTIC	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2110556	AMERICAN BEST
Registration Number:	1987673	ASTRO AIR
Registration Number:	1643521	ASTRO AIR
Registration Number:	3649688	GOETTL AIR CONDITIONING
Registration Number:	1660089	GOETTL AIR CONDITIONING
Registration Number:	2995910	GOETTL INDOOR CLIMATE PRODUCTS
Registration Number:	3369201	THE IRISH PLUMBER "SINCE 1945"
Registration Number:	3359552	THE IRISH PLUMBER
Registration Number:	3345049	ON-TIME REPAIR GUYS
Registration Number:	2547458	NOBODY HANDLES YOUR PLUMBING DISASTER FA
Registration Number:	2140947	ARS
Registration Number:	2139085	ARS
Registration Number:	1891374	SCOUR JET
Registration Number:	1787059	RESCUE ROOTER
Registration Number:	1505182	AXON
Registration Number:	1291886	SCOUR-JET
Registration Number:	1291617	DRAINRIGHT
Registration Number:	1131000	RESCUE ROOTER
Registration Number:	1053076	RESCUE ROOTER
Registration Number:	3405326	ON-TIME GUYS
Registration Number:	3173462	ON-TIME PLUMBING GUYS
Registration Number:	3135942	RESCUE ROOTER
Registration Number:	3135626	RESCUE ROOTER
Registration Number:	3125045	ON-TIME PLUMBERS
Registration Number:	3089922	ARS SERVICE EXPRESS
Registration Number:	3082532	ARS SERVICE EXPRESS
Registration Number:	3057836	
Registration Number:	2855928	MASTER TECHS
Registration Number:	2631924	OPERATION WARM-UP
Registration Number:	2573944	WE CAN MASTER ANY PLUMBING DISASTER!
Registration Number:	2120965	ARS AMERICAN RESIDENTIAL SERVICES
Registration Number:	1498946	SERVICE EXPRESS
Serial Number:	77414714	UNITED BY EXCEPTIONAL SERVICE ARS RESCUE
Serial Number:	78821793	ON-TIME GUYS
Serial Number:	78250854	ARS SERVICE EXPRESS FRUSTRATION REPAIR

CORRESPONDENCE DATA

Fax Number: 9192868199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 005315 FRAME: 0817

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445-82
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	07/03/2014

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2014 ("Release"), is made by Ally Bank, a Utah Bank, as successor Agent to Ally Commercial Finance LLC, f/k/a GMAC Commercial Finance LLC, as Agent ("Agent"), in favor of American Residential Services, L.L.C., a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 17, 2007 and Amended and Restated Loan and Security Agreement dated as of April 16, 2010 (collectively, as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement") by and among the Grantor, Agent, and other Persons party thereto and the Grant of Security Interest in Trademarks dated as of April 17, 2007 ("2007 Grant"), Grant of Security Interest in Trademarks dated as of April 16, 2010 ("2010 Grant"), and Notice of Assignment of Grant of Security Interest in Trademarks dated as of May 1, 2014 ("2014 Grant"), together with the 2007 Grant and 2010 Grant, the "Trademark Security Agreements"), each by and among the Grantor and Agent, Grantor granted to the Agent, for the benefit of the Agent and Lenders (collectively, the "Secured Parties"), a continuing first priority security interest in, lien on, and right of set-off against all of Grantor's Trademarks, and all proceeds and products thereof ("Trademark Collateral");

WHEREAS, the 2007 Grant was recorded at the United States Patent and Trademark Office ("USPTO") on June 14, 2007 at Reel 3561 Frame 0237;

WHEREAS, the 2010 Grant was recorded at the USPTO on April 19, 2010 at Reel 4191 Frame 0944; and

WHEREAS, the 2014 Grant was recorded at the USPTO on May 9, 2014 at Reel 5276 Frame 0161.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement or Trademark Security Agreements.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreements, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

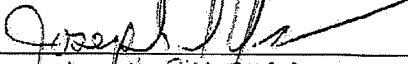
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Ally Bank, a Utah Bank, as successor Agent to Ally Commercial Finance LLC, f/k/a GMAC Commercial Finance LLC, as Agent

By: 
Name: Joseph Skafarzewsky
Title: Senior Director
ALLY COMMERCIAL FINANCE

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by American Residential Services, L.L.C.
In Favor of GMAC Commercial Finance LLC, as Agent
Recorded April 19, 2010 at Reel 4191 Frame 0944
Lien Assignment Granted by Ally Commercial Finance LLC
F/K/A GMAC Commercial Finance LLC, as Agent
In Favor of Ally Bank
Recorded May 9, 2014 at Reel 5276 Frame 0161

Registered Marks

Mark	Reg. No.	Reg. Date
AMERICAN RESIDENTIAL SERVICES	3789570	05/18/10
UNITED BY EXCEPTIONAL SERVICE ARS RESCUE ROOTER NETWORK and Design	3750339	02/16/10
ARS and Design	3726149	12/15/09
RESCUE ROOTER and Design	3716081	11/24/09
Design only	3712758	11/17/09
Design only	3712757	11/17/09
UNITED BY EXCEPTIONAL SERVICE	3666651	08/11/09
DRAINRIGHT DRAIN MAINTAINER and Design	3648427	06/30/09
ARS RESCUE ROOTER and Design	3648402	06/30/09
Design only	3636347	06/09/09
RESCUE ROOTER and Design	3636346	06/09/09
Design only	3632606	06/02/09
YES!	3573896	02/10/09
THE IRISH PLUMBER "SINCE 1945"	3408553	04/08/08
THE IRISH PLUMBER and Design	3408552	04/08/08
EAS EFFICIENT ATTIC SYSTEMS and Design	2862248	07/13/04
THE ENERGY EFFICIENT ATTIC	2831505	04/13/04
AMERICAN BEST and Design	2110556	11/04/97
ASTRO AIR	1987673	07/16/96
ASTRO AIR and Design	1643521	05/07/91
GOETTL AIR CONDITIONING and Design	3649688	07/07/09
GOETTL AIR CONDITIONING and Design	1660089	10/08/91

Dead Registrations

Mark	Reg. No.	Reg. Date
RESCUE ROOTER and Design	3135942	08/29/06
GOETTL INDOOR CLIMATE PRODUCTS and Design	2995910	09/13/05

Dead Application

Mark	Appl. No.	Filing Date
UNITED BY EXCEPTIONAL SERVICE ARS RESCUE ROOTER NETWORK UNITED BY EXCEPTIONAL	77414714	03/06/08

SERVICE and Design		
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**U.S. Trademarks Subject to Security Interest
Granted by American Residential Services, L.L.C.
In Favor of GMAC Commercial Finance LLC
Recorded June 14, 2007 at Reel 3561 Frame 0237**

Registered Marks

Mark	Reg. No.	Reg. Date
THE IRISH PLUMBER "SINCE 1945" and Design	3369201	01/15/08
THE IRISH PLUMBER	3359552	12/25/07
ON-TIME REPAIR GUYS	3345049	11/27/07
NOBODY HANDLES YOUR PLUMBING DISASTER FASTER!	2547458	03/12/02
ARS and Design	2140947	03/03/98
ARS	2139085	02/24/98
SCOUR JET	1891374	04/25/95
RESCUE ROOTER	1787059	08/10/93
AXON	1505182	09/20/88
SCOUR-JET	1291886	08/28/84
DRAINRIGHT	1291617	08/28/84
RESCUE ROOTER	1131000	02/12/80
RESCUE ROOTER and Design	1053076	11/16/76

Dead Registrations

Mark	Reg. No.	Reg. Date
ON-TIME GUYS	3405326	04/01/08
ON-TIME PLUMBING GUYS	3173462	11/21/06
RESCUE ROOTER and Design	3135942	08/29/06
RESCUE ROOTER and Design	3135626	08/29/06
ON-TIME PLUMBERS	3125045	08/01/06
ARS SERVICE EXPRESS	3089922	05/09/06
ARS SERVICE EXPRESS	3082532	04/18/06
Design only	3057836	02/07/06
MASTER TECHS	2855928	06/22/04
OPERATION WARM-UP	2631924	10/08/02
WE CAN MASTER ANY PLUMBING DISASTER!	2573944	05/28/02
ARS AMERICAN RESIDENTIAL SERVICES	2120965	12/16/97
SERVICE EXPRESS	1498946	08/02/88

Dead Applications

Mark	Appl. No.	Filing Date
ON-TIME GUYS	78821793	02/23/06
ARS SERVICE EXPRESS FRUSTRATION REPAIR	78250854	05/16/03

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