

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVIRONMENTAL CONDITIONING, LLC		05/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESCENT DIRECT LENDING, LLC, AS AGENT		
Street Address:	ONE POST OFFICE SQUARE		
Internal Address:	36TH FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3840581	BERKEYS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, STE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	22283.009		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	05/20/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 18, 2015 (“Trademark Security Agreement”), by ENVIRONMENTAL CONDITIONING, LLC, a Delaware limited liability company (the “Grantor”), in favor of CRESCENT DIRECT LENDING, LLC (the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of May 18, 2015, by and among Berkeys Holdings, LLC, a Delaware limited liability company (“Parent”), B. S. & S. Services, Inc., a Texas corporation (“BS&S”), New Abacus, LLC, a Delaware limited liability company (“Abacus”), Environmental Conditioning, LLC, a Delaware limited liability company (“Parker”), Diversified Marketing Group, LLC, an Arizona limited liability company (“DMG”), and V Squared PE, LLC, an Arizona limited liability company (“V Squared”, and together with Parent, BS&S, Abacus, Parker and DMG collectively the “Borrowers”, each a “Borrower”), the Lenders party thereto (the “Lenders”), and Crescent Direct Lending, LLC as administrative agent and collateral agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to extend loans to the Borrowers;

WHEREAS, it is a condition precedent to the Lenders’ making the loans to the Borrowers under the Credit Agreement that the Grantor execute and deliver to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, on behalf of the Lenders, a security interest in certain of such Grantor’s personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Grantor will obtain substantial direct and indirect financial and other benefits from the loans made by the Lenders to the Borrowers pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, the Grantor desires to enter into this Trademark Security Agreement and the other Loan Documents in order to induce the Lenders to make the loans under the Credit Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, in not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent, for the benefit of each Lender, a security interest (the “Security Interest”) in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks (each, a “Trademark”), including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders. The Lenders’ rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, and are in addition to those available at law or in equity. The Lenders’ rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, and any other documents related thereto.

Section 5. Authorization to Supplement. Grantor shall give Agent prompt notice in writing of any additional trademark registrations granted therefor after the date hereof and, in any case, the Agent shall have received such notice no more than five (5) Business Days following the grant of such applicable trademark registration. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to the Security Interest hereunder.

Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

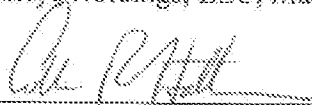
Section 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 20, 21 and 22 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

ENVIRONMENTAL CONDITIONING, LLC,
a Delaware limited liability company,
as Grantor

By: Berkeys Holdings, LLC, Manager

By: 

Name: Collin Hathaway

Title: Manager

[Signature Page to Trademark Security Agreement -- Parker]

TRADEMARK
REEL: 005520 FRAME: 0581

CRESCENT DIRECT LENDING, LLC,
a Delaware limited liability company,
as Agent

By: 
Name: Scott Carpenter
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

TRADEMARK/ SERVICE MARK	COUNTRY	STATUS	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS/DESCRIPTION
TRADEMARK	U.S.	LIVE	77902225 12/29/09	3,840,581 8/31/10	BERKEYS