

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RCH Acquisition, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Midwest Bank		
<b>Street Address:</b>	520 North Cass Avenue #110		
<b>City:</b>	Westmont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60559		
<b>Entity Type:</b>	Banking Institution: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2125210	FIRE AND ICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163485474		
<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>			
<b>Phone:</b>	2163485400		
<b>Email:</b>	ip@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	Amanda Baiers/McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Ave., E., Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	38518-00005		
<b>NAME OF SUBMITTER:</b>	Amanda L. Baiers		
<b>SIGNATURE:</b>	/Amanda L. Baiers/		
<b>DATE SIGNED:</b>	07/29/2015		
<b>Total Attachments: 8</b>			
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RCH SUBSIDIARY SECURITY AGREEMENT (TRADEMARK)

THIS RCH SUBSIDIARY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 12, 2015, is between RCH ACQUISITION, LLC (to become known as Reliable Construction Heating & Cooling, LLC), Delaware limited liability company (together with its successors and permitted assigns, the "Grantor"), in favor of FIRST MIDWEST BANK ("FMB"), as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below).

WITNESSETH:

WHEREAS, Tioga Air Heaters, LLC (formerly known as MEP HEC TAH Acquisition Company, LLC), a Delaware limited liability company (together with its successors and assigns, the "Borrower"), various financial institutions as are or may become parties thereto (together with their respective successors and assigns, individually, a "Lender" and collectively, the "Lenders"), and the Administrative Agent are parties to that certain First Amended and Restated Credit Agreement, dated as of August 21, 2014 (together with all prior amendments, supplements, and other modifications, if any, made thereto, the "First Amended and Restated Credit Agreement");

WHEREAS, on May 7, 2015 the Borrower formed the Grantor, a Wholly-Owned Subsidiary of the Borrower, for the purpose of acquiring substantially all of the tangible and intangible assets of Reliable Construction Heaters, Inc., an Ohio corporation (the "Reliable Seller");

WHEREAS, pursuant to an Asset Purchase and Contribution Agreement dated as of June 12, 2015 between the Reliable Seller, Franklin B. Floyd, Jr., the Borrower, and the Grantor, the Grantor has agreed to acquire certain assets from the Reliable Seller and to assume certain liabilities of the Reliable Seller (the "Reliable Acquisition");

WHEREAS, in order to implement various modifications to the First Amended and Restated Credit Agreement and permit the Grantor to use a portion of the proceeds of the Loans to pay for the Reliable Acquisition, the Borrower, the Lenders, and the Administrative Agent have entered into a Second Amended and Restated Credit Agreement, dated as of June 12, 2015 (together with all amendments, supplements, and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement");

WHEREAS, as a condition precedent to the occurrence of the Second Restatement Closing Date and the obligation of the Lenders to fund any additional Borrowing (including the Term Loans) or of the Issuing Bank to issue any additional Letters of Credit pursuant to the Credit Agreement, the Grantor has executed and delivered the RCH Subsidiary Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "RCH Subsidiary Security Agreement") and is required to execute and deliver this Agreement and to grant to the Administrative Agent a

continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor may from time to time enter into Bank Product Agreements and Hedging Agreements;

WHEREAS, the Grantor has duly authorized the execution, delivery, and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans made, and Letters of Credit issued, from time to time to or for the account of the Borrower by the Lenders pursuant to the Credit Agreement and other financial accommodations and other agreements entered into from time to time to or for the account of the Borrower or the Grantor by the Lender Parties;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make additional Loans to the Borrower or to issue additional Letters of Credit for the account of the Borrower pursuant to the Credit Agreement, and in consideration of any loan, advance, financial accommodation or other agreement heretofore or hereafter made to or with the Borrower or the Grantor under or in connection with the Loan Documents, the Bank Product Agreements and the Hedging Agreements, the Grantor agrees, for the benefit of each Lender Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the RCH Subsidiary Security Agreement or the Credit Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender Party under the RCH Subsidiary Security Agreement. The RCH Subsidiary Security Agreement (and all rights and remedies of the Administrative Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the RCH Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 7. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

Section 8. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision

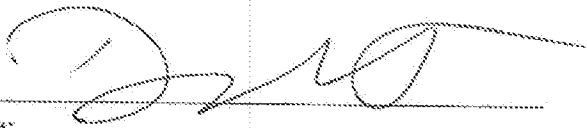
of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts, together, shall constitute but one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RCH ACQUISITION, LLC  
(to become known as RELIABLE  
CONSTRUCTION HEATING & COOLING,  
LLC), as Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: RCH ACQUISITION, LLC (to become  
known as Reliable Construction Heating  
& Cooling, LLC)  
c/o Hunter Equity Capital, LLC  
111 W. Washington St., Suite 900  
Chicago, IL 60602  
Attention: Douglas M. Smith  
Facsimile No.: None.  
Email Address: dsmith@hunterequitycapital.com

FIRST MIDWEST BANK, as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 520 North Cass Avenue #100  
Westmont, IL 60559  
Attention: Morgan A. Lyons, Senior Vice  
President & Division Manager  
Facsimile No: None.  
Email: morgan.lyons@firstmidwest.com

*Signature Page to RCH Subsidiary Security Agreement (Trademark)*

**TRADEMARK**  
**REEL: 005587 FRAME: 0714**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RCH ACQUISITION, LLC  
(to become known as RELIABLE  
CONSTRUCTION HEATING & COOLING,  
LLC), *as Grantor*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: RCH ACQUISITION, LLC (to become  
known as Reliable Construction Heating  
& Cooling, LLC)  
c/o Hunter Equity Capital, LLC  
111 W. Washington St., Suite 900  
Chicago, IL 60602  
Attention: Douglas M. Smith  
Facsimile No.: None.  
Email Address: dsmith@hunterequitycapital.com

FIRST MIDWEST BANK, *as Administrative Agent*

By: 

Title: Morgan A. Lyons  
Senior Vice President

Address: 520 North Cass Avenue #100  
Westmont, IL 60559  
Attention: Morgan A. Lyons, Senior Vice  
President & Division Manager  
Facsimile No: None.  
Email: morgan.lyons@firstmidwest.com



Attachment I  
to  
RCH Subsidiary Security Agreement (Trademark)

REGISTERED AND PENDING TRADEMARKS AND LICENSES

Item A. Trademarks

Registered Trademarks

Trademark	Country	Status	App. Number	Filing Date	Registration No.	Issue Date	Owner of Record
FIRE AND ICE & DESIGN	U.S.	Registered	75169113	9/20/1996	2125210	12/30/1997	Reliable Construction Heaters, Inc.

Domains

Domain Name	Registrant	Registrar	Renewal Date
heatcooldry.com	Reliable Construction Heaters	Network Solutions, LLC	5/4/2021

Unregistered, Common Law Trademarks/Trade Names

- RELIABLE CONSTRUCTION HEATERS
- THE GREEN MACHINE
- WE WERE GREEN BEFORE GREEN WAS GREEN



Pending Trademark Applications: None.

Country	Trademark	Serial No.	Filing Date

Trademark Applications in Preparation: None.

Country	Trademark	Docket No.	Expected Filing Date	Products/Services

Item B. Trademark Licenses: None.

Country/Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date