

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350012

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|---|--------------------------------|--|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Conditioned Air Company of Naples, LLC | | 07/31/2015 | LIMITED LIABILITY COMPANY: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | BlueHills Bank | | |
| Street Address: | 1196 River Street | | |
| City: | Hyde Park | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02136 | | |
| Entity Type: | chartered bank: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3809854 | COMFORTSWIM | |
| Registration Number: | 3799394 | COMFORT SWIM POOL & SPA HEATERS BY CONDI | |
| Registration Number: | 3809946 | CONDITIONED AIR | |
| Registration Number: | 3153456 | CONDITIONED AIR | |
| Registration Number: | 3939564 | THE COMFORT PEOPLE SINCE 1962 | |
| Registration Number: | 3939577 | CONDITIONED AIR THE COMFORT PEOPLE SINCE | |
| Registration Number: | 4302473 | MYCOMFORTMONITOR | |
| Registration Number: | 4318191 | | |
| Registration Number: | 4310148 | YOUR HOME, YOUR ENVIRONMENT, ANYTIME! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4018618210 | | |
| <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> | | | |
| Email: | trademark@psh.com | | |
| Correspondent Name: | John E. Ottaviani Esq. | | |
| Address Line 1: | 40 Westminster Street | | |
| Address Line 2: | Suite 1100 | | |
| Address Line 4: | Providence, RHODE ISLAND 02903 | | |
| ATTORNEY DOCKET NUMBER: | 13611-4 | | |

CH \$240.00 3809854

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| NAME OF SUBMITTER: | John E. Ottaviani, Esq. |
| SIGNATURE: | /jeo/ |
| DATE SIGNED: | 07/31/2015 |
| Total Attachments: 9 source=BlueHillsSecurityAgreement#page1.tif source=BlueHillsSecurityAgreement#page2.tif source=BlueHillsSecurityAgreement#page3.tif source=BlueHillsSecurityAgreement#page4.tif source=BlueHillsSecurityAgreement#page5.tif source=BlueHillsSecurityAgreement#page6.tif source=BlueHillsSecurityAgreement#page7.tif source=BlueHillsSecurityAgreement#page8.tif source=BlueHillsSecurityAgreement#page9.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is executed as of the 31st, day of July, 2015, by and between Conditioned Air Company of Naples, LLC, a Florida limited liability company ("Debtor"), and Blue Hills Bank, a Massachusetts state chartered bank ("Secured Party"), in the following circumstances:

A. Secured Party has made loans to Debtor as evidenced by (i) a certain promissory note dated as of July 31st, 2015 of Debtor in favor of the Secured Party in the original principal amount of \$5,000,000.00, and any and all extensions, renewals and modifications thereof and substitutions therefor (the "Term Note"), (ii) a certain promissory note dated as of July 31st, 2015 of Debtor in favor of the Secured Party in the original principal amount of \$2,000,000.00, and any and all extensions, renewals and modifications thereof and substitutions therefor (the "Delayed Draw Term Loan Note"), and (iii) a certain promissory note dated as of July 31st, 2015 of Debtor in favor of the Secured Party in the original principal amount of \$3,000,000.00, and any and all extensions, renewals and modifications thereof and substitutions therefor (the "Revolver Note" and together with the Term Note, and the Delayed Draw Term Note, the "Notes").

B. The Notes are governed in part by the Credit Agreement dated July 31st, 2015, by and between Debtor and Secured Party, and any extensions, renewals, amendments, modifications, substitutions, replacements, restatements, supplements or refinancing thereof or therefor (the "Credit Agreement").

C. Secured Party has agreed to make the loans evidenced by Notes and the Credit Agreement on the condition that Debtor enter into this Security Agreement to secure all of Debtor's obligations of payment and performance under the Notes and the Credit Agreement (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the promises set forth in this Security Agreement, the Notes and the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and Secured Party agree as follows:

Section 1.01. Grant of Security Interest. In order to secure the complete and timely satisfaction of the Obligations owing from Debtor to Secured Party, Debtor represents that it now possesses the sole and complete ownership rights to the business assets to be covered by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than Secured Party, and Debtor hereby pledges, mortgages, and grants a first priority security interest to Secured Party in and to the following:

(1) All of Debtor's rights, title and interest of whatever nature in and to the Trademarks and U.S. Trademarks Registrations and Applications set forth in Exhibit A attached hereto (collectively, the "Trademarks") and all trade names and logos used therewith.

(2) The Trademarks and the goodwill associated therewith or connected thereto, including but not limited to, (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by the Trademarks; (b) all rights to income, royalties, profits, damages, or other rights relating to the Trademarks; and (c) any other rights and benefits relating to the Trademarks including any rights as a licensor or licensee of them.

Section 2.01. No Liens, etc. Except as otherwise permitted by the Credit Agreement, Debtor agrees that it will not, without the prior written consent of Secured Party, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than Secured Party in the Trademarks or take any other acts which are contrary to or inconsistent with the rights granted to Secured Party in this Security Agreement and will not cease use of the Trademarks or take any action or fail to take any action which will result in the cancellation or expiration of any of the Trademarks without the prior written agreement of Secured Party.

Section 3.01. Debtor's Obligation to Maintain and Enforce. Debtor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by Secured Party:

(1) To take all actions necessary to properly maintain and renew all registrations or Trademarks which are or may become subject to this Security Agreement for the full term or terms allowed by law, including but not limited to, the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations which may be necessary or appropriate under applicable law.

(2) To use its reasonable best efforts to file new applications to register and protect under applicable law all material trademarks acquired by Debtor but for which applications have not previously been filed or to take all other actions necessary to cause registrations for trademarks to be issued as a result of said applications.

(3) To use its reasonable best efforts to protect the Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement, unfair competition or damage including the defense of any legal action making such claims.

Section 4.01. Reporting Requirements. Upon request of the Secured Party provide Secured Party with information concerning: (a) the change in status of the Trademarks subject to this Security Agreement including any new trademark registrations, trademark applications, and (b) any actions taken by Debtor pursuant to this Security Agreement.

Section 5.01. After Acquired Property. If Debtor shall obtain rights to or become entitled to the benefit of any new trademarks, registered trademarks or trademark applications before its obligations to Secured Party as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and Debtor hereby authorizes Secured Party to modify or update this Security Agreement accordingly.

Section 6.01. Events of Default. The occurrence of an Event of Default, as therein defined, under the Credit Agreement shall constitute an Event of Default hereunder.

Section 7.01. Acceleration. Upon the occurrence of any Event of Default, then and in any such event, at the sole option of Secured Party, then or at any time thereafter, Secured Party may declare all or any part of the Obligations to be due and payable, without notice, protest, presentment or demand, all of which are hereby expressly waived by Debtor.

Section 8.01. Rights and Remedies. Secured Party shall have all of the rights and remedies enumerated herein after the occurrence of any Event of Default and so long as such Event of Default shall continue uncured:

(1) Secured Party, and any officer or agent of Secured Party, is hereby constituted and appointed as true and lawful attorney-in-fact of Debtor with power to execute and deliver any assignment or transfer of any Trademarks, any instrument or document relating thereto or to rights of Debtor therein, or take any other action as Secured Party may deem necessary to protect its rights hereunder or preserve or protect its interest in the Trademarks; granting to Secured Party, as the attorney-in-fact of Debtor, full power of substitution and full power to do any and all things necessary to be done with respect to such Trademarks as fully and effectually as Debtor might or could do but for this appointment, and hereby ratifying all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. Neither Secured Party nor its agents shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law in its capacity as such attorney-in-fact. This power of attorney is coupled with an interest and shall be irrevocable so long as any Obligations shall remain outstanding.

(2) Secured Party shall have, in addition to any other rights and remedies contained in this Security Agreement, the Credit Agreement, the Notes, the other loan

documents executed in connection with Notes and the Credit Agreement, and any other agreements, guaranties, notes, instruments and documents heretofore, now or at any time or time hereafter executed by Debtor and delivered to Secured Party, all of the rights and remedies of a secured party under the UCC, all of which rights and remedies shall be cumulative, and none exclusive, to the extent permitted by law.

Section 9.01. Absence of Waiver. The failure of Secured Party at any time or times hereafter to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained in this Security Agreement or in any other agreement, guaranty, note, instrument or document now or at any time or times hereafter executed by Debtor and delivered to Secured Party shall not waive, affect or diminish any right of Secured Party at any time or times hereafter to demand strict performance thereof; and no rights of Secured Party hereunder shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer of Secured Party and directed to Debtor specifying such waiver. No waiver by Secured Party of any of its rights shall operate as a waiver of any other of its rights or any of its rights on a future occasion.

Section 10.01. Notices. Any demand or notice required or permitted to be given hereunder shall be given in accordance with Section 14.12 of the Credit Agreement.

Section 11.01. Merger of Understandings. This Security Agreement contains the entire understanding between the parties hereto with respect to the Trademarks and such understanding shall not be modified except in writing signed by or on behalf of the parties hereto; PROVIDED, HOWEVER, that Debtor and Secured Party acknowledge and agree that they have entered into a Security Agreement dated of even date herewith, pursuant to which Debtor has granted to Secured Party first priority security interests in all tangible and intangible assets owned by Debtor (collectively, the "All Assets Security Agreement"), and this Security Agreement is intended by Debtor and Secured Party to supplement the All Assets Security Agreement and is not intended as a substitute therefor.

Section 12.01. Successors and Assigns. The provisions of this Security Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Secured Party and Debtor, provided, however, Debtor may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Secured Party.

Section 13.01. Interpretation. This Security Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the Commonwealth of Massachusetts, except with respect to the perfection of the security interests granted herein, and shall in all respects be governed, construed, applied and

enforced in accordance with the laws of said State, without resort to its conflict of laws rules. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. The section and paragraph headings herein are included for convenience only and shall not be deemed to be a part of this Security Agreement. All obligations, warranties, representations, covenants and agreements of Debtor hereunder shall be the joint and several obligations, warranties, representations, covenants and agreements of each of the undersigned. "Debtor" as used herein shall mean each and every one of the undersigned individually and all of the undersigned together.

Section 14.01. Fees and Expenses. If prior hereto and/or at any time or times hereafter Secured Party shall employ counsel in connection with the execution and consummation of the transactions contemplated by this Security Agreement or to commence, defend or intervene, file a petition, complaint, answer, motion or other pleadings, or to take any other action in or with respect to any suit or proceeding (bankruptcy or otherwise) relating to this Security Agreement, the Trademarks or any other agreement, guaranty, note, instrument or document heretofore, now or at any time or times hereafter executed by Debtor and delivered to Secured Party, or to protect, collect, lease, sell, take possession of or liquidate any of the Trademarks, or to attempt to enforce any security interest in any of the Trademarks, or to enforce any rights of Secured Party hereunder, whether before or after the occurrence of any Event of Default, or to collect any of the Obligations, then in any of such events, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charge relating thereto, shall be part of the Obligations, payable on demand and secured by the Trademarks.

Section 15.01. Severability. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not effect the validity of the remaining terms.

Section 16.01. Further Action. Debtor agrees to execute any other documents and take any further action upon the request of Secured Party as may be deemed necessary to effectuate the terms of this Security Agreement.

Section 17.01. Waiver of Trial by Jury; Personal Service. In the event that Secured Party brings any action or proceeding in connection herewith in any court of record of the Commonwealth of Massachusetts, or in any United States court of record for the district of Massachusetts, Debtor hereby irrevocably consents to and confers personal jurisdiction of such court over Debtor by such court. In any such action or proceeding, Debtor hereby waives personal service of any summons, complaint or other process and agrees that service thereof may be made upon Debtor by mailing a copy of such summons, complaint or other process by United States certified mail to Debtor at its address provided in Section 10.01 hereof. DEBTOR HEREBY WAIVES TRIAL BY

JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HEREWITH, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

Signature Page to follow

~ Signature Page to Trademark Security Agreement ~

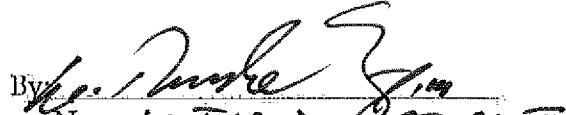
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first above written.

WITNESS:



DEBTOR:

CONDITIONED AIR COMPANY OF
NAPLES, LLC

By: 
Name W. THEODORE ETZEL, IV
Title: CEO

SECURED PARTY:

BLUE HILLS BANK

By: _____
Kelley Keefe
Senior Vice President

~ Signature Page to Trademark Security Agreement ~

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first above written.

WITNESS:

DEBTOR:

CONDITIONED AIR COMPANY OF
NAPLES, LLC

By: _____

Name

Title:

SECURED PARTY:

BLUE HILLS BANK

Inch Tagliavini

By: Kelley Keefe
Kelley Keefe
Senior Vice President

EXHIBIT A

1. United States Trademark/Service Mark (Word Mark: COMFORTSWIM), Registration No. 3809854, registered June 29, 2010.
2. United States Trademark/Service Mark and Design (Word Mark: COMFORTSWIM POOL & SPA HEATERS BY CONDITIONED AIR THE COMFORT PEOPLE SINCE 1962 WWW.CONDITIONEDARE.COM), Registration No. 3799394, registered June 8, 2010.
3. United States Service Mark (Word Mark: CONDITIONED AIR), Registration No. 3809946, registered June 29, 2010.
4. United States Service Mark (Work Mark: CONDITIONED AIR THE COMFORT PEOPLE SINCE 1962 AIR CONDITIONING HEATING REFRIGERATION), Registration No. 3153456, registered October 10, 2006.
5. United States Trademark/Service Mark (Word Mark: THE COMFORT PEOPLE SINCE 1962), Registration No. 3939564, registered April 5, 2011.
6. United States Service Mark and Design (Work Mark: CONDITIONED AIR THE COMFORT PEOPLE SINCE 1962 AIR CONDITIONING HEATING REFRIGERATION, with stylized logo of a service van), Registration No. 3939577, registered April 5, 2011.
7. United States Trademark/Service Mark (Word Mark: MyComfortMonitor), Registration No. 4302473, registered March 12, 2013.
8. United States Trademark/Service Mark (Design: a line drawing of a house with a thermostat in an upside-down triangle in the middle), Registration No. 4318191, registered April 9, 2013.
9. United States Trademark/Service Mark (Word Mark: YOUR HOME, YOUR ENVIRONMENT, ANYTIME!), Registration No. 4310148, registered March 26, 2013.

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