

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Church Comfort Advisors, Inc.		07/31/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Deerpath Capital II, LP, as Agent
Street Address:	405 LEXINGTON AVENUE, 53RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77884832	STARK SEAL OF SAFETY
Serial Number:	77884725	STARK SERVICE CO
Serial Number:	77884708	STARK AIR

CORRESPONDENCE DATA

Fax Number: 7132266736

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.

Phone: 713-226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

ATTORNEY DOCKET NUMBER:	010997-0109
NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	08/25/2015

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015 (the “**Agreement**”), by and between CHURCH COMFORT ADVISORS, INC., a Texas corporation (“**Debtor**”), and DEERPATH CAPITAL II, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor, CS Operating, LLC, a Texas limited liability company (“**Company**”), and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor and Company, the “**Borrowers**”), Church Services Holding Company, a Delaware corporation (“**Holdings**”), Church Services Acquisition Company, a Delaware corporation (“**Church Acquisition Company**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings and Church Acquisition Company, the “**Guarantors**”), Secured Party and the other lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”) have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, 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 respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest

in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured 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 the Obligation, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the 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. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Patent and Trademark Security Agreement as of the date first written above.

DEBTOR:

CHURCH COMFORT ADVISORS, INC.,
a Texas corporation

By: 
Name: Brian Alexson
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005607 FRAME: 0150

SECURED PARTY:

DEERPATH CAPITAL II, LP,
a Delaware limited partnership,
as Agent

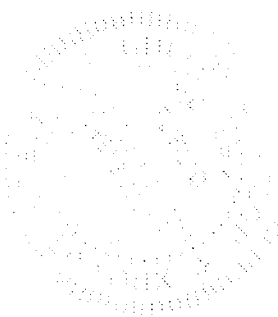
By: Deerpath Capital II General Partner, LLC,
its general partner

By: *Anish Bahl*
Name: Anish Bahl
Title: Chief Financial Officer

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

This instrument was acknowledged before me on July 31, 2015, by Anish Bahl, Chief Financial Officer of Deerpath Capital II General Partner, LLC, a Delaware limited liability company, in its capacity as the general partner of Deerpath Capital II, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

Chelsy K. Watson
Notary Public in and for the State of New York



CHELSEY K WATSON
Notary Public, State of New York
No. 01WA6308817
Qualified in Queens County
Commission Expires August 4, 2018

Schedule 1

to

Patent and Trademark Security Agreement

Patents

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Owner	Reg. / App. No.	Date
STARK AIR	Church Comfort Advisors, Inc. (f/k/a DFW Comfort Experts, Inc.)	3,821,167	July 20, 2010
STARK SERVICE CO.	Church Comfort Advisors, Inc. (f/k/a DFW Comfort Experts, Inc.)	3,821,169	July 20, 2010
STARK SEAL OF SAFETY (DESIGN)	Church Comfort Advisors, Inc. (f/k/a DFW Comfort Experts, Inc.)	3,821,174	July 20, 2010

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]