

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Source Refrigeration & HVAC, Inc.		12/17/2015	CORPORATION: CALIFORNIA
Schan, Inc.		12/17/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Dr.		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4337141	RIGHT START	
Registration Number:	2738375	SOURCE	
Registration Number:	2722329	SOURCE REFRIGERATION & HVAC, INC.	
Registration Number:	3829254	FOURNIER	
Registration Number:	3826114	FOURNIER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.thomas@goldbergkohn.com		
Correspondent Name:	Kristen Thomas, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd. 55 E Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.213		
NAME OF SUBMITTER:	Kristen Thomas		

OP \$140.00 4337141

SIGNATURE:	/kristenthomas/
DATE SIGNED:	12/21/2015
Total Attachments: 5 source=Executed Trademark Security Agreement#page1.tif source=Executed Trademark Security Agreement#page2.tif source=Executed Trademark Security Agreement#page3.tif source=Executed Trademark Security Agreement#page4.tif source=Executed Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2015, is made by SOURCE REFRIGERATION & HVAC, INC., a California corporation ("Source Refrigeration") and SCHAN, INC., a Florida corporation (each a "Grantor" and collectively "Grantors"), in favor of NXT Capital, LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantors own the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Source Refrigeration, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantors, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantors have granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by such Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by such Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantors hereby irrevocably constitute and appoint Grantee and any officer or agent of Grantee, with full power of substitution, as their true and lawful attorney in fact with full power and authority in the name of Grantors, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors (or any of them) might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SOURCE REFRIGERATION & HVAC, INC.
as Grantor

By: Scott Rosner
Name: Scott R. Rosner
Title: Chief Financial Officer

SCHAN, INC.
as Grantor

By: Scott Rosner
Name: Scott R. Rosner
Title: Chief Financial Officer

ACKNOWLEDGED:

NXT CAPITAL, LLC,
as Agent

By: Joseph F. Scavone
Name: **Joseph Scavone**
Title: **Vice President**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
RIGHT START	85544252	Registered	4337141	05/21/13	Source Refrigeration & HVAC
SOURCE	76321888	Registered	2738375	07/15/03	Source Refrigeration & HVAC, Inc.
SOURCE REFRIGERATION & HVAC, INC.	76296599	Registered	2722329	06/03/03	Source Refrigeration & HVAC, Inc. -
FOURNIER	77719665	Registered	3829254	08/03/10	Schan Inc.
FOURNIER	77719653	Registered	3826114	07/27/10	Schan Inc.