

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinity Heating & Air		05/11/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	M&T Bank		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3753808	TRINITY SOLAR	
Registration Number:	3989064	TRINITY SOLAR	
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:	973.443.3524		
Email:	njdocket@gtlaw.com		
Correspondent Name:	William Stroever		
Address Line 1:	500 Campus Drive, Suite 400		
Address Line 2:	Greenberg Traurig, LLP		
Address Line 4:	Florham Park, NEW JERSEY 07932		
NAME OF SUBMITTER:	William W. Stroever		
SIGNATURE:	/William W. Stroever/		
DATE SIGNED:	05/12/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*" dated May 11, 2017, is made by **TRINITY HEATING & AIR, INC.**, a New Jersey corporation (the "*Grantor*"), in favor of **M&T BANK**, a New York banking corporation (the "*Lender*").

WHEREAS, the Grantor owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor and the Lender are parties to a Credit Agreement of even date herewith (as the same maybe amended from time to time, the "*Credit Agreement*");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "*Security Agreement*"), between the Grantor, as debtor, and the Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the "*Grantee*"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Intellectual Property (as defined in the Security Agreement), whether currently existing or hereafter arising or acquired, including without limitation all trademarks and registrations thereof and all trademark licenses, together with the goodwill of the business symbolized by such trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the 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 currently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business

connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration including, without limitation, any trademark or trademark registration referred to in Schedule 1 annexed hereto.


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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Trademark Security Agreement as of the day and year first above written.

TRINITY HEATING & AIR, INC

By:


Name: William A. Pollock

Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006057 FRAME: 0829

**Schedule 1
to
Trademark Security Agreement
Dated as of May 11, 2017**

U.S. TRADEMARK REGISTRATIONS

Trinity Heating & Air, Inc. Trademarks			
Trademark/Service Mark	Serial No./Registration No. (Filing/Registration Date)	Renewal Deadline	Country
Trinity Solar	3,753,808 / March 2, 2010	March 2, 2020	USA
Trinity Solar and design	3,989,064 / July 5, 2011	July 5, 2021	USA

The foregoing are used in connection with repair and installation services, namely, the installation of heating, cooling, and environmental control systems using solar energy