

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tolin Mechanical Systems Company		07/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as First Lien Collateral Agent		
Street Address:	299 Park Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87410035	TOLIN FACILITY SERVICES	
Serial Number:	87410054	TOLIN FACILITY SERVICES BUILDING EFFICIE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0239		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	08/11/2017		
Total Attachments: 6			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2017 (this “Agreement”), among MSHC, Inc., Tolin Mechanical Systems Company, Modern Heating & Air Conditioning, Inc., National H.V.A.C. Service, Ltd. and Delta Building Technologies, Inc. (the “Grantors”) and Antares Capital LP, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among HVAC ACQUISITION, INC., a Delaware corporation (“Holdings”), MSHC, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and ANTARES CAPITAL LP, as the First Lien Administrative Agent, and (b) the First Lien Collateral Agreement dated of July 31, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantors’ right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or

enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantord hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

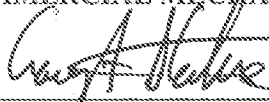
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

**MSHC, INC.
TOLIN MECHANICAL SYSTEMS COMPANY
DELTA BUILDING TECHNOLOGIES, INC.
MODERN HEATING & AIR CONDITIONING, INC.
COMMERCIAL MECHANICAL SYSTEMS, INC.**

By: 
Name: Craig A. Steinke
Title: Chief Executive Officer

NATIONAL H.V.A.C. SERVICE, LTD.
By: National HVAC Acquisitions, Inc.
Its: General Partner

By: 
Name: Craig A. Steinke
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

ANTARES CAPITAL LP, as First Lien Collateral
Agent

Danielle Attaie

By: _____

Name: Danielle Attaie

Title: Duly Authorized Signatory

Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

Trademark & Design	Registration No.	Registration Date	Registered Owner
WE MAKE BUILDINGS MORE EFFICIENT	4187738	8/7/2012	MSHC, Inc.
AUTOMATED FACILITY SOLUTIONS A SERVICE LOGIC COMPANY (and Design)	4035414	10/4/2011	MSHC, Inc.
SERVICE LOGIC	3619987	5/12/2009	MSHC, Inc.

TRADEMARK APPLICATIONS:

Trademark & Design	Application No.	Application Date	Registered Owner
Building Sentinel	87386944	3/27/2017	MSHC, Inc.
Building Sentinel (design)	87386885	3/27/2017	MSHC, Inc.
Tolin Facility Services	87410035	4/13/2017	Tolin Mechanical Systems Company
Tolin Facility Services Building Efficiency and Sustainability a Service Logic Company (design)	87410054	4/13/2017	Tolin Mechanical Systems Company
Modern Heating & Air Conditioning	87387182	3/27/2017	Modern Heating & Air Conditioning, Inc.
Modern Heating & Air Building Efficiency and Sustainability a Service Logic Company (cityscape) (design)	87387150	3/27/2017	Modern Heating & Air Conditioning, Inc.
Modern Heating & Air Building Efficiency and Sustainability a Service Logic Company (no cityscape) (design)	87387170	3/27/2017	Modern Heating & Air Conditioning, Inc.
National HVAC Service	87387248	3/27/2017	National H.V.A.C. Service, Ltd.
National HVAC Service Building Efficiency and Sustainability a	87387226	3/27/2017	National H.V.A.C. Service, Ltd.

Trademark & Design	Application No.	Application Date	Registered Owner
Service Logic Company (design)			
Delta Building Technologies	87387097	3/27/2017	Delta Building Technologies, Inc.
Delta Building Technologies (design)	87387060	3/27/2017	Delta Building Technologies, Inc.