

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEM PLUMBING & HEATING CO., LLC		08/15/2017	Limited Liability Company: RHODE ISLAND

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.
Street Address:	111 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2927496	RANDOM ACTS OF KINDNESS
Registration Number:	2927497	ON SITE. ON TIME. ON THE MONEY.
Registration Number:	2962917	GEM
Registration Number:	2964689	867-5309
Registration Number:	3388557	
Registration Number:	3506249	GEM
Registration Number:	3744464	GEM ENERGY SOLUTIONS
Registration Number:	3958064	867-5309
Registration Number:	4009177	CASH FOR CLUNKERS
Registration Number:	3664594	GEM MAN
Registration Number:	3702603	

CORRESPONDENCE DATA

Fax Number: 3129668537

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: 3128404324

Email: jnicholas@taftlaw.com

Correspondent Name: Jeff Nicholas

Address Line 1: 111 East Wacker Drive

CH \$290.00 2927496

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Jeff Nicholas

SIGNATURE: /Jeff Nicholas/

DATE SIGNED: 08/30/2017

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

On this 15th day of August, 2017, Gem Plumbing & Heating Co., LLC, a Rhode Island limited liability company the “*Debtor*”), with its principal place of business and mailing address at 1 Wellington Rd., Lincoln, Rhode Island 02865, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association acting through its Chicago branch, with its mailing address at 111 W. Monroe, Chicago, Illinois 60603 (“*Secured Party*”), under that certain Credit Agreement dated as of even date herewith as the same may be amended from time to time, the “*Credit Agreement*”), by and among the Secured Party, HomeX Services Group LLC the “*Borrower*”), and the Guarantors listed thereunder, including the Debtor, a continuing security interest in, all right, title and interest of the Debtor, in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure payment and performance of all Obligations of the Borrower as set out in that certain General Security Agreement bearing even date herewith by and among the Borrower, the Guarantors under the Credit Agreement (including the Debtor) and the Secured Party, as the same may be amended, modified or restated from time to time the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by the Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as the Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

This Trademark Collateral Agreement evidences a security interest and shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of the Debtor’s ownership interest in any of the trademarks and trademark applications listed on Schedule A, except as a result of the Secured Party’s exercise of any rights and remedies during the existence of an Event of Default (as that term is defined in the Credit Agreement). Until and unless the

Secured Party acquires ownership of the trademarks or trademark applications listed on Schedule A as a result of the exercise of any such rights and remedies, the Debtor retains the ownership rights, the rights to use, and the rights to maintain and renew its trademarks or trademark applications listed on Schedule A. The security interest granted hereunder shall be released at the expense of the Borrower upon payment in full of the Obligations concurrently with the release of the security interests granted under the Security Agreement.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to principles of conflicts of laws. This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

[Signature Page to Follow]

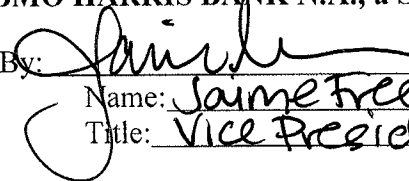
IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GEM PLUMBING & HEATING CO., LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year first written above.

BMO HARRIS BANK N.A., a Secured Party

By:  _____
Name: Jaime Freeman
Title: Vice President

**SCHEDULE A
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARKS

DEBTOR NAME	TRADEMARK	COUNTRY	STATUS	REGISTRATION / SERIAL NO.	REGISTRATION / FILING DATE
Gem Plumbing & Heating Co., LLC	RANDOM ACTS OF KINDNESS	United States	LIVE	2927496	02/22/2005
Gem Plumbing & Heating Co., LLC	ON SITE. ON TIME. ON THE MONEY.	United States	LIVE	2927497	02/22/2005
Gem Plumbing & Heating Co., LLC	GEM	United States	LIVE	2962917	06/21/2005
Gem Plumbing & Heating Co., LLC	867-5309	United States	LIVE	2964689	07/05/2005
Gem Plumbing & Heating Co., LLC		United States	LIVE	3388557	02/26/2008
Gem Plumbing & Heating Co., LLC	GEM	United States	LIVE	3506249	09/23/2008
Gem Plumbing & Heating Co., LLC	GEM ENERGY SOLUTIONS	United States	LIVE	3744464	02/02/2010
Gem Plumbing & Heating Co., LLC	867-5309	United States	LIVE	3958064	05/10/2011
Gem Plumbing & Heating Co., LLC	CASH FOR CLUNKERS	United States	LIVE	4009177	08/09/2011
Gem Plumbing & Heating Co., LLC	GEM MAN	United States	LIVE	3664594	08/04/2008

Gem Plumbing & Heating Co., LLC		United States	LIVE	3702603	10/27/2009
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