

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441898

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900415410

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP as successor in interest to General Electric Capital Corporation		07/31/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	MSHC, Inc.
Street Address:	767 Fifth Avenue
Internal Address:	48th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10153
Entity Type:	Corporation: DELAWARE
Name:	Piedmont Service Group, Inc.
Street Address:	1031 Nowell Rd
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27607
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4187738	WE MAKE BUILDINGS MORE EFFICIENT
Registration Number:	4035414	AUTOMATED FACILITY SOLUTIONS A SERVICE L
Registration Number:	3619987	SERVICE LOGIC
Registration Number:	3126646	REDBLUE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

TRADEMARK

Email: michelle.nowicki@kirkland.com
Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 31223-220 MN

NAME OF SUBMITTER: Michelle Nowicki

SIGNATURE: /Michelle Nowicki/

DATE SIGNED: 09/05/2017

Total Attachments: 3

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RELEASE OF SECURITY INTEREST

TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of July 31, 2017 (this “**Trademark Release**”), is made by Antares Capital LP successor in interest to General Electric Capital Corporation (in such capacity, the “**Collateral Agent**”), in favor of MSHC, Inc. and Piedmont Service Group, Inc., (collectively, the “**Grantors**”).

W I T N E S S E T H

WHEREAS, the Grantors are party to that certain Credit Agreement, dated as of September 27, 2012 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”) among HVAC Acquisition, Inc., as Holdings, MSHC, Inc., as the Borrower, the other Credit Parties party thereto, the General Electric Capital Corporation, as Agent, and the Lenders party thereto;

WHEREAS, the Grantors executed that certain Trademark Security Agreement, dated as of September 27, 2012, and recorded with the United States Patent and Trademark Office on October 3, 2012 at Reel 4872, Frame 0141;

WHEREAS, the Grantors are party to that certain Assignment of Intellectual Property Security Agreement (the “**IP Assignment**”), dated as of August 21, 2015, among the Grantors, the Collateral Agent and General Electric Capital Corporation (the “**Predecessor Agent**”);

WHEREAS, pursuant to the IP Assignment, the Predecessor Agent assigned and transferred to the Collateral Agent all its rights, title and interest in and to that certain Trademark Security Agreement (the “**IP Security Agreement**”), dated as of September 27, 2012, among the Grantors and the Predecessor Agent, and recorded with the United States Patent and Trademark Office on August 25, 2016 at Reel 5609, Frame 0620;

WHEREAS, pursuant to the IP Security Agreement, each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in each Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the IP Security agreement and as set forth on Schedule A hereto, the “**Trademark Collateral**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The Collateral Agent TERMINATES, without recourse, representation or warranty of any kind or nature, and RELEASES, without recourse, representation or warranty of any kind or nature its security interest in the Trademark Collateral. The Collateral Agent agrees to provide the Grantors with any additional authorization reasonably necessary to effect the release of the Collateral Agent’s security interest in the Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first written above.

ANTARES CAPITAL LP,
as Collateral Agent

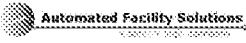
By: *Danielle Attaie*

Name: Danielle Attaie

Title: Duly Authorized Signatory

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

TRADEMARKS

Grantor	Trademark Name	Status	App/Reg. No.	File/Reg. Date
MSHC, Inc.	WE MAKE BUILDINGS MORE EFFICIENT	<u>Registered</u>	85311056 / 4187738	May 3, 2011 / August 7, 2012
MSHC, Inc.	 Automated Facility Solutions	<u>Registered</u>	77730716 / 4035414	May 6, 2009 / October 4, 2011
MSHC, Inc.	SERVICE LOGIC	<u>Registered</u>	77218672 / 3619987	June 29, 2007 / May 12, 2009
Piedmont Air Conditioning Company of Charlotte	REDBLUE	<u>Registered</u>	<u>78700271 /</u> <u>3126646</u>	August 25, 2005 / August 8, 2006