

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Randazzo Mechanical Heating & Cooling, LLC		11/30/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Midwest Mezzanine Fund V, L.P., as Agent		
Street Address:	55 West Monroe Street., Suite 3650		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5198358	RANDAZZO	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca Dyson		
SIGNATURE:	/rebecca dyson/		
DATE SIGNED:	12/01/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2017, is made by Randazzo Mechanical Heating & Cooling, LLC, a Michigan limited liability company (the “Grantor”), in favor of Midwest Mezzanine Fund V, L.P. (“Midwest”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Holders and the Revolving Lender (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Company, the other Credit Parties from time to time party thereto, the Holders from time to time party thereto, the Revolving Lender and Midwest, as Agent for the Holders and the Revolving Lender, the Holders, the Purchasers and the Revolving Lender have severally agreed to purchase notes and make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Company) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Company; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Note Purchase Agreement and to induce the Lenders and the L/C Issuers to make their respective note purchases and extensions of credit to the Company thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to any exception and limitations set forth in, and the other terms and conditions of the Guaranty and Security Agreement, Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded

Property (including “intent-to-use” Trademark applications)) of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

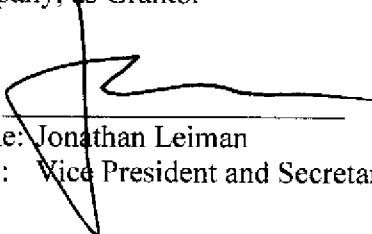
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

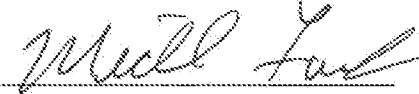
RANDAZZO MECHANICAL HEATING & COOLING, LLC, a Michigan limited liability company, as Grantor

By: 
Name: Jonathan Leiman
Title: Vice President and Secretary

MIDWEST MEZZANINE FUND V, L.P., as Agent

By: Midwest Mezzanine Management V LLC

Its: General Partner

By: 

Name: Michael Foster

Title: Senior Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/
RANDAZZO	87024635	5/4/16	5198358	5/9/17	Randazzo Mechanical Heating & Cooling Inc. ¹

2. TRADEMARK APPLICATIONS

None.

¹ Registered owner to be changed to Randazzo Mechanical Heating & Cooling, LLC on or near the date hereof.