

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAS VEGAS PEACH, LLC		07/25/2018	Limited Liability Company: NEVADA
PHOENIX PEACH, LLC		07/25/2018	Limited Liability Company: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	Western Alliance Bank, as Collateral Agent
<b>Street Address:</b>	3200 Park Center Drive, Suite 350
<b>City:</b>	Costa Mesa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92626
<b>Entity Type:</b>	banking institution: UNITED STATES

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5011314	SINCE 1939 GOETTL AIR CONDITIONING
Registration Number:	4138174	SINCE 1939 GOETTL AIR CONDITIONING
Registration Number:	4459080	GOETTL GOOD GUYS AIR CONDITIONING REPAIR
Registration Number:	4454548	GOETTL GOOD GUYS
Registration Number:	4141811	GOETTL EFFICIENT ATTIC SYSTEMS SINCE 193
Registration Number:	4141810	SINCE 1939 GOETTL AIR CONDITIONING GOTTA
Registration Number:	4121810	GOTTA GETTA GOETTL!
Registration Number:	3649688	GOETTL AIR CONDITIONING
Registration Number:	4458476	GOOD GUYS AIR CONDITIONING REPAIRMEN
Registration Number:	4458879	THE SUNNY PLUMBER
Registration Number:	4459040	BRIGHT & SHINY REPAIRMEN
Registration Number:	4459054	THE SUNNY PLUMBER BRIGHT & SHINY REPAIRM
Registration Number:	4455001	
Registration Number:	5016202	
Registration Number:	5325983	REJUUVENATION!
Registration Number:	5260157	THE SUNNY PLUMBER
Registration Number:	5260159	

CH \$590.00 5011314

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5180635	
Registration Number:	4835848	HONEYBEE AC
Registration Number:	4805505	BEE COOL. BEE GREEN. BEE HAPPY.
Registration Number:	4805504	
Registration Number:	4805503	HONEYBEE
Serial Number:	87847212	THE RIGHT WAY, NOT THE EASY WAY.

**CORRESPONDENCE DATA**

Fax Number: 4045725100  
*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: 404-572-3431  
Email: cfraser@kslaw.com  
Correspondent Name: Carol Fraser, Paralegal  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	Goettl 22036.515001
<b>NAME OF SUBMITTER:</b>	Carol Fraser
<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	07/25/2018

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2018, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of WESTERN ALLIANCE BANK (“*Western Alliance*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

### WITNESSETH:

WHEREAS, Goettl Holdings, LLC, a Delaware limited liability company (“*Holdings*”), Goettl Home Services, LLC, a Delaware limited liability company (“*Borrower*”), the subsidiaries of the Credit Parties that are Guarantors or become Guarantors thereunder, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Western Alliance, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and Collateral Agent, and TREE LINE DIRECT LENDING, LP, as lead arranger (in such capacity, together with its successors and assigns in such capacity, the “*Lead Arranger*”, and together with the Administrative Agent and the Collateral Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement dated as of July 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of July 25, 2018 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 of such Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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.

Section 6. 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 NEW YORK.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

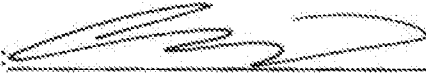
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**LAS VEGAS PEACH, LLC**, as a Grantor

By: Goettl Home Services, LLC  
Its: Manager

By: Goettl Holdings, LLC  
Its: Manager

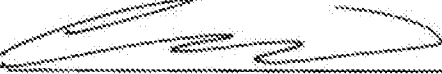
By: 

Name: Christopher R. Hanson  
Title: Manager

**PHOENIX PEACH, LLC**, as a Grantor

By: Goettl Home Services, LLC  
Its: Manager


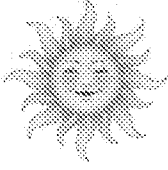
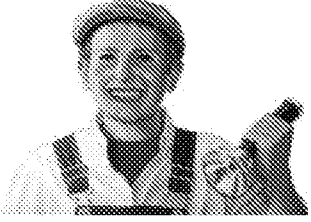

By: Goettl Holdings, LLC  
Its: Manager

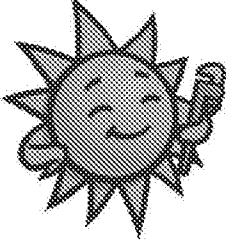
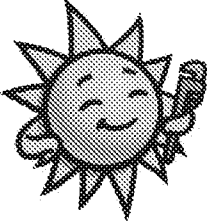
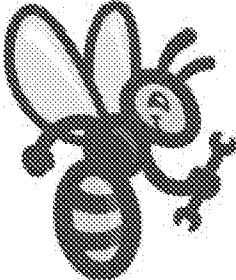
By: 

Name: Christopher R. Hanson  
Title: Manager

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Registered Owner</u>	<u>Registration Number</u>
	Phoenix Peach, LLC	5011314
	Phoenix Peach, LLC	4138174
	Phoenix Peach, LLC	4459080
Goettl Good Guys	Phoenix Peach, LLC	4454548
	Phoenix Peach, LLC	4141811
	Phoenix Peach, LLC	4141810
GOTTA GETTA GOETTL!	Phoenix Peach, LLC	4121810
	Phoenix Peach, LLC	3649688

Good Guys Air Conditioning Repairmen	Phoenix Peach, LLC	4458476
The Sunny Plumber	Phoenix Peach, LLC	4458879
Bright & Shiny Repairmen	Phoenix Peach, LLC	4459040
	Phoenix Peach, LLC	4459054
	Phoenix Peach, LLC	4455001
	Phoenix Peach, LLC	5016202
REJUUVENATION!	Phoenix Peach, LLC	5325983
	Phoenix Peach, LLC	5260157
THE RIGHT WAY, NOT THE EASY WAY	Phoenix Peach, LLC	Pending
THE MARK IS A SOUND. THE MARK CONSISTS OF THE SPOKEN WORDS THE RIGHT WAY, NOT THE EASY WAY, WITH AN EMPHASIS ON THE WORDS RIGHT AND EASY.	Phoenix Peach, LLC	Pending

	Phoenix Peach, LLC	5260159
	Phoenix Peach, LLC	5180635
THE MARK IS A SOUND. THE MARK CONSISTS OF THE WORD REJUVENATION WITH EXTRA EMPHASIS ON THE U.	Phoenix Peach, LLC	Pending
GOETTL AIR CONDITIONING	Phoenix Peach, LLC	625039 (AZ)
DESERT VALLEY MECHANICAL	Phoenix Peach, LLC	598357 (AZ)
GOETTL GOOD GUYS AIR CONDITIONING	Phoenix Peach, LLC	562668 (AZ)
GOETTL GOOD GUYS AIR CONDITIONING	Phoenix Peach, LLC	9055241 (AZ)
HONEYBEE AC	Las Vegas Peach, LLC	4835848
BEE COOL. BEE GREEN. BEE HAPPY	Las Vegas Peach, LLC	4805505
	Las Vegas Peach, LLC	4805504
HONEYBEE	Las Vegas Peach, LLC	4805503