

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Services (MD) LLC		01/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4236971	THE STAND-UP GUYS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff		
Address Line 1:	Schulte Roth & Zabel LLP, 919 Third Ave		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.1692		
NAME OF SUBMITTER:	Scott Kareff		
SIGNATURE:	/RS for SK/		
DATE SIGNED:	01/03/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Assignment**”) is made as of this 3rd day of January 2019, by **HORIZON SERVICES (MD) LLC**, a Delaware limited liability company located at 320 Century Boulevard, Wilmington, Delaware 19808 (the “**Assignor**”), in favor of **CERBERUS BUSINESS FINANCE, LLC**, a Delaware limited liability company located at 875 Third Avenue, New York, New York 10022, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Loan Agreement**”) among Horizon Group Holding, LLC (f/k/a Horizon Parent, LLC), a Delaware limited liability company (“**Parent Holdco**”), Assignor, Horizon Intermediate, LLC, a Delaware limited liability company (“**Horizon Intermediate**”), Horizon Services, LLC, a Delaware limited liability company (“**Horizon Services**”), Horizon Services (PA) LLC, a Pennsylvania limited liability company (“**Horizon PA**”), HARP Home Services LLC, a Delaware limited liability company (“**HARP**”), Gold Medal Service, LLC (f/k/a GM Plumbing Heating Cooling Electric, LLC), a New Jersey limited liability company (“**Gold Medal Service**”), Gold Medal Plumbing, Inc., a New Jersey corporation (“**Gold Medal Plumbing**”), and Casteel Heating And Cooling, LLC, a Delaware limited liability company (“**Casteel**”, and together with Assignor, Horizon Intermediate, Horizon Services, Horizon PA, HARP, Gold Medal Service, Gold Medal Plumbing and each other Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “**Borrowers**” and each, a “**Borrower**”), each Subsidiary of Parent Holdco from time to time party thereto as a “**Guarantor**” (together with Parent Holdco, each a “**Guarantor**” and collectively, the “**Guarantors**”), the lenders from time to time party thereto (the “**Lenders**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof,

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. The Assignor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of the Assignor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of the Assignor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "**Trademarks**"), and licenses for any of the foregoing ("**Licenses**"), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term "Trademark Collateral" shall be subject in all respects to the provisos set forth at the end of the definition of "Collateral" in the Loan Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. Security For Obligations. This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by the Assignor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Assignor.

4. Loan Agreement. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. The Assignor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If the Assignor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Assignment shall automatically apply thereto. The Assignor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting the Assignor's obligations under this Section 5, the Assignor hereby authorizes Agent unilaterally to modify this Assignment by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Loan Agreement), U.S. trademark applications or Licenses (to the extent provided in the Loan Agreement) for Trademarks of the Assignor. Notwithstanding the foregoing, no failure to so modify this Assignment or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures

delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **Construction.** Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a whole and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

HORIZON SERVICES (MD) LLC,
a Delaware limited liability company

By: 

Name: David H. Geiger, III

Title: President and Secretary

AGENT:

CERBERUS BUSINESS FINANCE, LLC


By: 

Name: Philip Lindenbaum

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Status	State/ Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
 THE STAND-UP GUYS	Registered	United States of America	85569528	March 14, 2012	4236971	November 6, 2012	Horizon Services (MD) LLC

License Agreements

None.