

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM521362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wrench Group LLC		04/30/2019	Limited Liability Company: DELAWARE
New Abacus LLC		04/30/2019	Limited Liability Company: DELAWARE
Environmental Conditioning, Inc.		04/30/2019	Corporation: DELAWARE
Berkeys LLC		04/30/2019	Limited Liability Company: DELAWARE
Coolray Heating and Cooling, LLC		04/30/2019	Limited Liability Company: DELAWARE
Plumblin Services, LLC		04/30/2019	Limited Liability Company: COLORADO
N&M Cooling and Heating, Inc.		04/30/2019	Corporation: DELAWARE
Baker Brothers LLC		04/30/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4936396	123ANYDRAIN
Registration Number:	4216532	
Registration Number:	3840581	BERKEYS
Registration Number:	4827843	BRITEBOX
Registration Number:	4827842	BRITEBOX
Registration Number:	4188768	PLUMBLIN SERVICES PLUMBING · HEATING · C
Registration Number:	5451556	COOLTODAY
Registration Number:	5451558	PLUMBINGTODAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5204290	BAKER BROTHERS
Registration Number:	4859477	THUMBWRENCH

CORRESPONDENCE DATA

Fax Number: 2029567069

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: 2029567685

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1700 New York Avenue, N.W., Suite 700

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: Washington, D.C. 10004-2498

NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	04/30/2019

Total Attachments: 7

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Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Priority Representative hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Jefferies Finance LLC, as Senior Priority Representative, Wilmington Trust, National Association, as Second Priority Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Priority Representative hereunder, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of April 30, 2019, is made by and among Wrench Group LLC, a Delaware limited liability company (the “**Company**”), New Abacus LLC, a Delaware limited liability company (“**New Abacus**”), Environmental Conditioning, Inc., a Delaware corporation (“**EC**”), Berkeys LLC, a Delaware limited liability company (“**Berkeys**”), Coolray Heating and Cooling, LLC, a Delaware limited liability company (“**Coolray**”), Plumblin Services, LLC, a Colorado limited liability company (“**Plumblin**”), N&M Cooling and Heating, Inc., a Delaware corporation (“**N&M**”) and Baker Brothers LLC, a Delaware limited liability company (“**Baker Brothers**”) and, together with the Company, New Abacus, EC, Berkeys, Coolray, Plumblin and N&M, the “**Grantors**” and each a “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have each granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each such Grantor, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks which such Grantor has any right, title, or interest in, in each case, as set forth on Schedule A attached hereto, together with (a) all goodwill of the business connected with the use thereof and symbolized thereby, (b) all extensions and renewals thereof, (c) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) the right to sue for past, present and future infringements

and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance, such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

WRENCH GROUP LLC

By: Kenneth Haines
Name: Kenneth Haines
Title: Chief Executive Officer and President

NEW ABACUS, LLC

By: Kenneth Haines
Name: Kenneth Haines
Title: President

ENVIRONMENTAL CONDITIONING, LLC

By: Kenneth Haines
Name: Kenneth Haines
Title: President

BERKEYS LLC

By: Kenneth Haines
Name: Kenneth Haines
Title: President

COOLRAY HEATING AND COOLING, LLC

By: Kenneth Haines
Name: Kenneth Haines
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

PLUMBLINE SERVICES, LLC

By: Kenneth Haines

Name: Kenneth Haines

Title: President

N&M COOLING AND HEATING, INC.

By: Kenneth Haines

Name: Kenneth Haines

Title: Chief Executive Officer

BAKER BROTHERS LLC

By: Kenneth Haines

Name: Kenneth Haines

Title: President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: Jamie Roseberg
Name:
Title: Jamie Roseberg
Assistant Vice President

SCHEDULE A

Trademark	Country	Status	Reg. No.	Reg. Date	Owner
123ANYDRAIN	USA	Active	4936396	April 12, 2016	New Abacus LLC
"There'll be no Melvins on your job." (sound mark)	USA	Active	4216532	October 2, 2012	Environmental Conditioning, Inc. DBA Parker and Sons
BERKEYS	USA	Active	3840581	August 31, 2010	Berkeys LLC d/b/a Berkeys Air Conditioning Plumbing and Electrical
Britebox	USA	Active	4827843	October 6, 2015	Coolray Heating and Cooling, LLC
Britebox	USA	Active	4827842	October 6, 2015	Coolray Heating and Cooling, LLC
Plumblin service mark	USA	Active	4188768	August 14, 2012	Plumblin Services, LLC
COOLTODAY	USA	Active	5451556	April 24, 2018	N&M Cooling and Heating, Inc.
PLUMBINGTODAY	USA	Active	5451558	April 24, 2018	N&M Cooling and Heating, Inc.
Baker Brothers	USA	Active	5204290	May 16, 2017	Baker Brothers LLC D/B/A Baker Brothers Plumbing, Air and Electric LLC
ThumbWrench	USA	Active	4859477	November 24, 2015	Wrench Group LLC

[EXHIBIT A TO SECOND LIEN TRADEMARK AGREEMENT SUPPLEMENT]

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RECORDED: 04/30/2019

**TRADEMARK
REEL: 006632 FRAME: 0740**