

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Peach, LLC		05/13/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, as Collateral Agent		
Street Address:	3200 Park Center Drive, Suite 350		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Bank: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87847212	THE RIGHT WAY, NOT THE EASY WAY.	
Serial Number:	87843666		
Serial Number:	88274612	GOETTLIZE	
Serial Number:	88216557	IF IT'S MADE OF METAL, CALL GOETTL	
Serial Number:	88055534	GOETTL SADIE	
Serial Number:	88260710	SINCE 1939 GOETTL AIR CONDITIONING · PLU	
Serial Number:	88233108	SMARTPHONE THERMOSTAT	
Serial Number:	88231838	SMARTPHONE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@buchalter.com		
Correspondent Name:	Lisa Levinson		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	c/o Buchalter A Professional Corporation		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B7288-0015		
NAME OF SUBMITTER:	Lisa Levinson		

CH \$215.00 87847212

SIGNATURE:	/Lisa Levinson/
DATE SIGNED:	05/17/2019
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2019, 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*.

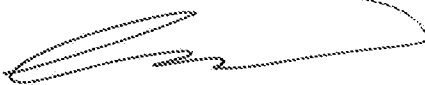
[SIGNATURE PAGES FOLLOW]

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.

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 Applications</u>	<u>Registered Owner</u>	<u>Serial Number</u>
THE RIGHT WAY, NOT THE EASY WAY	Phoenix Peach, LLC	87847212
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	87843666
GOETTLIZE	Phoenix Peach, LLC	88274612
IF IT'S MADE OF METAL, CALL GOETTL	Phoenix Peach, LLC	88216557
GOETTL SADIE	Phoenix Peach, LLC	88055534
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