

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gem Plumbing & Heating Co., LLC		09/23/2019	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	North Haven Credit Partners II L.P., as Term Agent		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2927496	RANDOM ACTS OF KINDNESS	
Registration Number:	2927497	ON SITE. ON TIME. ON THE MONEY.	
Registration Number:	2962917	GEM	
Registration Number:	2964689	867-5309	
Registration Number:	3388557		
Registration Number:	3506249	GEM	
Registration Number:	3744464	GEM ENERGY SOLUTIONS	
Registration Number:	3958064	867-5309	
Registration Number:	3664594	GEM MAN	
Registration Number:	3702603		
Serial Number:	88212278	GEM	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		

CH \$290.00 2927496

Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 51025 / 072

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 09/23/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of September 23, 2019 (this "**Trademark Security Agreement**"), is made by the undersigned "Grantor" (the "**Grantor**"), in favor of **NORTH HAVEN CREDIT PARTNERS II L.P.**, in its capacity as administrative agent and term loan collateral agent for the Term Lenders ("**Term Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among **HOMEX SERVICES GROUP LLC**, a Delaware limited liability company ("**HomeX Services**" or the "**Administrative Borrower**"), **GEM PLUMBING & HEATING CO., LLC**, a Rhode Island limited liability company ("**Gem Plumbing and Heating**"), **HALLER ENTERPRISES, LLC**, a Pennsylvania limited liability company ("**Haller**"), **GEM PLUMBING & HEATING SERVICES, LLC**, a Rhode Island limited liability company ("**Gem Services**"), **GEM MECHANICAL SERVICES, LLC**, a Rhode Island limited liability company ("**Gem Mechanical**", together with Administrative Borrower, Gem Plumbing and Heating, Haller, Gem Services, and each Person joined hereafter as a borrower, each a "**Borrower**" and collectively, the "**Borrowers**"), **HOME EXPERIENCE HOLDING CO., LLC**, as Parent, **HOME EXPERIENCE LLC**, a Delaware limited liability company, as Intermediate Parent, the other Guarantors from time to time party thereto, the lenders from time to time party thereto, **PNC BANK, NATIONAL ASSOCIATION**, as Revolving Agent, and Term Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), the lenders of the Closing Date Term B Loans and the Delayed Draw Term Loans (the "**Term Lenders**", and each, individually, a "**Term Lender**") have agreed to extend the Closing Date Term Loan B and the Delayed Draw Term Loans from time to time made or to be made (the "**Term Loans**") to the Borrowers;

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit Agreement that the Grantor execute and deliver to Term Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to Term Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to Term Agent, on behalf of the Term Lenders, a security interest in and lien upon all or substantially all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and all products and proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Grantor will obtain substantial direct and indirect financial and other benefits from the Term Loans made by the Term Lenders to the Borrowers pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, the Grantor desires to enter into this Trademark Security Agreement and the other Loan Documents in order to induce the Term Lenders to make the Term Loans under the Credit Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, if not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to Term Agent, for the benefit of each Lender, a security interest (the "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, including those referred to on Schedule I 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;

provided, however, that notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from an intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided that,* upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

Section 3. Security for Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Term Agent, for the benefit of the Term Lenders in the Security Agreement. The Term Lenders' rights and remedies in the Trademark Collateral granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, and are in addition to those available at law or in equity. The Term Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, the other Loan Documents, and any other documents related thereto.

Section 5. Authorization to Supplement. The Grantor shall give Term Agent notice of any additional trademark registrations granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Term Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future, then-existing United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or

detract from Term Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the Security Agreement in all respects, the 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 the Security Interest hereunder.

Section 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. (INCLUDING SECTIONS 5 1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICT OF LAW RULES).**

Section 9. Incorporation by Reference. The provisions of Section 9.5(b), 9.5(c), 9.5(d), 9.8, and 9.10 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, as if more fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR:

GEM PLUMBING & HEATING CO., LLC,
a Rhode Island limited liability company

By: Michael E. Wenne

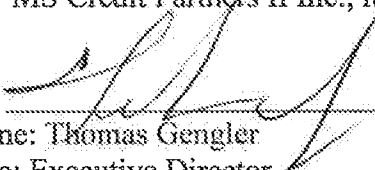
Name:

Title:

NORTH HAVEN CREDIT PARTNERS II L.P.,
as Term Agent



By: MS Credit Partners II GP L.P., its general partner

By: MS Credit Partners II Inc., its general partner

By: 
Name: Thomas Gengler
Title: Executive Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks:

Owner	Mark	Reg. No.	Reg. Date
Gem Plumbing & Heating Co., LLC	RANDOM ACTS OF KINDNESS	2927496	02/22/2005
Gem Plumbing & Heating Co., LLC	ON SITE. ON TIME. ON THE MONEY.	2927497	02/22/2005
Gem Plumbing & Heating Co., LLC	GEM	2962917	06/21/2005
Gem Plumbing & Heating Co., LLC	867-5309	2964689	07/05/2005
Gem Plumbing & Heating Co., LLC		3388557	02/26/2008
Gem Plumbing & Heating Co., LLC	GEM	3506249	09/23/2008
Gem Plumbing & Heating Co., LLC	GEM ENERGY SOLUTIONS	3744464	02/02/2010
Gem Plumbing & Heating Co., LLC	867-5309	3958064	05/10/2011
Gem Plumbing & Heating Co., LLC	GEM MAN	3664594	08/04/2008
Gem Plumbing & Heating Co., LLC		3702603	10/27/2009

Trademark Applications:

Owner	Mark	App. No.	App. Date
Gem Plumbing & Heating Co., Inc.		88212278	11/30/2018