

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Randazzo Mechanical Heating & Cooling, LLC		09/20/2019	Limited Liability Company: MICHIGAN
Vredevoogd Heating & Cooling LLC		09/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	303 W. Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4715100	VREDEVOOGD	
Registration Number:	5198358	RANDAZZO	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7793.012		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	09/23/2019		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2019, is made by and among Randazzo Mechanical Heating & Cooling, LLC, a Michigan limited liability company ("Randazzo"), Vredevoogd Heating & Cooling LLC, a Delaware limited liability company ("Vredevoogd" and together with, Randazzo, each a "Grantor" and, collectively, the "Grantors"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 20, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among RANDAZZO ACQUISITION CORPORATION, a Delaware corporation, RANDAZZO MECHANICAL HEATING & COOLING, LLC, a Michigan limited liability company ("Randazzo") VREDEVOOGD HEATING & COOLING LLC, a Delaware limited liability company ("Vredevoogd"), HAGER FOX HEATING AND AIR CONDITIONING LLC, a Delaware limited liability company ("Hager"), R.S.M. LEASING, L.L.C., a Michigan limited liability company ("Leasing" and together with Randazzo, Vredevoogd, Hager, and each other Person who joins the Credit Agreement (as defined below) as a "Borrower", each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of September 20, 2019 in favor of the Agent (and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor's Intellectual Property, including, without limitation, the Trademark Collateral (as defined below) but, for the avoidance of doubt, excluding any Excluded Property, and the Security Agreement requires that each Grantor execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Security Agreement, 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, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 (which, for the avoidance of doubt and notwithstanding anything to the contrary herein, Collateral, pursuant to the terms of the Security Agreement, excludes Excluded Property on the terms set forth therein) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademarks, including, without limitation, 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, without limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. If any Grantor shall obtain rights to any new Trademarks that are not Excluded Property, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks that are Collateral or renewal or extension of any Trademark registration with respect to Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax, emailed pdf. or any other electronic means that reproduces an image of the actual executed

signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

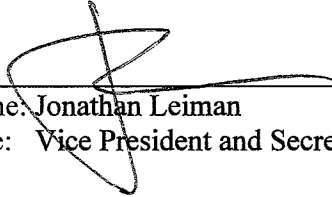
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

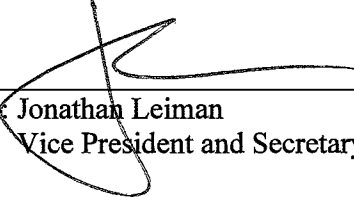
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RANDAZZO MECHANICAL HEATING &
COOLING, LLC, as Grantor

By: 
Name: Jonathan Leiman
Title: Vice President and Secretary

VREDEVOOGD HEATING & COOLING LLC,
as Grantor

By: 
Name: Jonathan Leiman
Title: Vice President and Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P., as Agent

By: 
Name: Robert E Kircher III
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

GRANTOR	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Vredevoogd Heating & Cooling, LLC	VREDEVOOGD	86299694	4715100	4/7/15
Randazzo Mechanical Heating & Cooling, LLC	RANDAZZO	87024635	5198358	5/9/17

2. TRADEMARK APPLICATIONS

None.