

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Mezzanine Fund V, L.P., as Agent		09/20/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Randazzo Mechanical Heating & Cooling, LLC		
Street Address:	51327 Quadrate Dr.		
City:	Macomb		
State/Country:	MICHIGAN		
Postal Code:	48042		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
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.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., 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: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of September 20, 2019, by MIDWEST MEZZANINE FUND V, L.P., in its capacity as “Agent” for itself, the “Holders” and the “Revolving Lender” (each as defined in the Purchase Agreement defined below) (in such capacity, “Agent”) in favor of Randazzo Mechanical Heating & Cooling, LLC, a Michigan limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) or, if not defined therein, in the Guaranty and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Note Purchase and Revolving Credit Agreement, dated as of November 30, 2017, by and among the Grantor, Randazzo Acquisition Corporation, a Delaware corporation, the other “Credit Parties” (as defined therein) party thereto, Agent, the institutions, funds and other entities parties thereto as the “Holders” (as defined therein) and First Midwest Bank as “Revolving Lender” (as defined therein) (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”).

WHEREAS, in connection with the Purchase Agreement, Grantor, the other “Grantors” (as defined therein) and Agent entered into that certain Guaranty and Security Agreement dated as of November 30, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”);

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated as of November 30, 2017 (the “Security Agreement”) pursuant to which the Grantor granted to Agent a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether then owned or existing or thereafter created acquired or arising, excluding all Excluded Property (as defined in the Guaranty and Security Agreement) (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, 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, 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.

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 1, 2017, at Reel 6217, Frame 0580;

WHEREAS, Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

1. Agent hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its security interest in all of Grantor's entire right, title and interest in and to the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

2. Agent represents and warrants that: (i) it has the full power and authority to execute this Trademark Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to the Trademark Collateral, any trademark, or registration of an application to register any trademark, or any trade name or assumed name of or by Grantor, other than the Trademarks set forth on Schedule I, in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office.

3. Agent hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral, and Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by Grantor to Agent over the Trademark Collateral pursuant to the Security Agreement.

4. Agent hereby authorizes and requests that this Trademark Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Agent shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

MIDWEST MEZZANINE FUND V, L.P., as Agent
By: Midwest Mezzanine Management V LLC
Its: General Partner

By: 
Name: Michael Foster
Title: Senior Managing Director

SCHEDULE I
TO
TRADEMARK RELEASE

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
RANDAZZO	87024635	5/4/16	5198358	5/9/17	Randazzo Mechanical Heating & Cooling, LLC

2. TRADEMARK APPLICATIONS

None.