

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Services, LLC		11/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5583644	CASTEEL HEATING COOLING PLUMBING ELECTRI	
Registration Number:	4525870	EARLY IS ON-TIME, ON-TIME IS LATE, AND L	
Registration Number:	3465470	GOLD MEDAL	
Registration Number:	5464580	GOLD MEDAL SERVICE TRUSTED FOR GENERATIO	
Registration Number:	4542709	GUARANTEED HOT WATER TODAY OR YOU DON'T	
Registration Number:	5573183	HARP HOME SERVICES	
Registration Number:	5573184	HARP HOME SERVICES	
Registration Number:	5057821	HORIZON	
Registration Number:	4196289	HORIZON SERVICES	
Registration Number:	5057823	HORIZON SERVICES	
Registration Number:	5159573	HORIZON SERVICES	
Registration Number:	5057822	HORIZON SERVICES PLUMBING · HEATING AIR	
Registration Number:	4239609	HORIZON SERVICES	
Registration Number:	4745221	NEVER LATE, NEVER WAIT	
Registration Number:	4639592	ON-TIME SERVICE GUARANTEED OR YOU DON'T	
Registration Number:	3130185	SERVICEMARK	
Registration Number:	3038700	SERVICEMARK HEATING COOLING PLUMBING	
Registration Number:	2591190	SERVICEMARK HEATING COOLING PLUMBING	
Registration Number:	4625167	SERVICEMARK SOLUTIONS	
TRADEMARK			

CH \$540.00 5583644

Property Type	Number	Word Mark
Registration Number:	4236971	THE STAND-UP GUYS
Registration Number:	4671179	WE WILL TAKE AMAZING CARE OF YOU

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	56013 / 036
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/04/2019

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Horizon Services, LLC (“**Grantor**”) in favor of Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of November 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms 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 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

HORIZON SERVICES, LLC,
as Grantor

By: 

Name: David H. Geiger, III


Title: President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006786 FRAME: 0349

ACCEPTED AND ACKNOWLEDGED BY:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

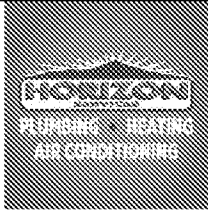


By:  _____
Name: Alexis Maged
Title: Authorized Signatory



SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date	Status	Current Owner of Record
CASTEEL HEATING COOLING PLUMBING ELECTRICAL & Design 	5583644	16-Oct-2018	Registered Aff of Use due 16-Oct-2024	Horizon Services, LLC
EARLY IS ON-TIME, ON-TIME IS LATE, AND LATE IS UNACCEPTABLE	4525870	06-May-2014	Registered Aff of Use due 06-May-2020	Horizon Services, LLC
GOLD MEDAL	3465470	15-Jul-2008	Registered/ Renewed Renewal due 15-Jul-2028	Horizon Services, LLC
GOLD MEDAL SERVICE TRUSTED FOR GENERATIONS & Design 	5464580	08-May-2018	Registered Aff of Use due 08-May-2024	Horizon Services, LLC
GUARANTEED HOT WATER TODAY OR YOU DON'T PAY	4542709	03-Jun-2014	Registered Aff of Use due 03-Jun-2020	Horizon Services, LLC
HARP HOME SERVICES	5573183	02-Oct-2018	Registered Aff of Use due 02-Oct-2024	Horizon Services, LLC

Mark	Reg. No.	Reg. Date	Status	Current Owner of Record
HARP HOME SERVICES & Design 	5573184	02-Oct-2018	Registered Aff of Use due - 02-Oct- 2024	Horizon Services, LLC
HORIZON (Stylized) 	5057821	11-Oct-2016	Registered Aff of Use due 11-Oct-2022	Horizon Services, LLC
HORIZON SERVICES	4196289	28-Aug-2012	Registered Renewal due 28-Aug-2022	Horizon Services, LLC
HORIZON SERVICES & Design 	5057823	11-Oct-2016	Registered Aff of Use due 11-Oct-2022	Horizon Services, LLC
HORIZON SERVICES 100% SATISFACTION GUARANTEED BBB MEMBER: DE EASTERN PA & Design 	5159573	14-Mar-2017	Registered Aff of Use due 14-Mar- 2023	Horizon Services, LLC
HORIZON SERVICES PLUMBING HEATING AIR CONDITIONING & Design	5057822	11-Oct-2016	Registered Aff of Use due 11-Oct-2022	Horizon Services, LLC

Mark	Reg. No.	Reg. Date	Status	Current Owner of Record
				
HORIZON SERVICES, INC. & Design 	4239609	13-Nov-2012	Registered Renewal due 13-Nov-2022	Horizon Services, LLC
NEVER LATE, NEVER WAIT	4745221	26-May-2015	Registered Aff of Use due 26-May-2021	Horizon Services, LLC
ON-TIME SERVICE GUARANTEED OR YOU DON'T PAY	4639592	18-Nov-2014	Registered Aff of Use due 18-Nov-2020	Horizon Services, LLC
SERVICEMARK	3130185	15-Aug-2006	Registered/ Renewed Renewal due 15-Aug-2026	Horizon Services, LLC
SERVICEMARK HEATING COOLING PLUMBING & Design 	3038700	10-Jan-2006	Registered/ Renewed Renewal due 10-Jan-2026	Horizon Services, LLC
SERVICEMARK HEATING COOLING PLUMBING & Design	2591190	09-Jul-2002	Registered/ Renewed Renewal due 09-Jul-2022	Horizon Services, LLC

Mark	Reg. No.	Reg. Date	Status	Current Owner of Record
				
SERVICEMARK SOLUTIONS	4625167	21-Oct-2014	Registered Aff of Use due 21-Oct-2020	Horizon Services, LLC
THE STAND-UP GUYS & Design 	4236971	06-Nov-2012	Registered Renewal due 06-Nov-2022	Horizon Services, LLC
WE WILL TAKE AMAZING CARE OF YOU	4671179	13-Jan-2015	Registered Aff of Use due 13-Jan-2021	Horizon Services, LLC

TRADEMARK APPLICATIONS

None.