

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM551593

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Second Lien Collateral Agent's Name in the Security Agreement previously recorded on Reel 006122 Frame 0399. Assignor(s) hereby confirms the SECOND LIEN TRADEMARK SECURITY AGREEMENT.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSHC, INC.		07/31/2017	Corporation: DELAWARE
TOLIN MECHANICAL SYSTEMS COMPANY		07/31/2017	Corporation: DELAWARE
DELTA BUILDING TECHNOLOGIES, INC.		07/31/2017	Corporation: ILLINOIS
MODERN HEATING & AIR CONDITIONING, INC.		07/31/2017	Corporation: MINNESOTA
NATIONAL H.V.A.C. SERVICE, LTD.		07/31/2017	Corporation: PENNSYLVANIA
COMMERCIAL MECHANICAL SYSTEMS, INC.		07/31/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4187738	WE MAKE BUILDINGS MORE EFFICIENT	
Registration Number:	4035414	AUTOMATED FACILITY SOLUTIONS A SERVICE L	
Registration Number:	3619987	SERVICE LOGIC	
Serial Number:	87386944	BUILDING SENTINEL	
Serial Number:	87386885	BUILDING SENTINEL BY SERVICE LOGIC	
Serial Number:	87410035	TOLIN FACILITY SERVICES	
Serial Number:	87410054	TOLIN FACILITY SERVICES BUILDING EFFICIE	
Serial Number:	87387182	MODERN HEATING & AIR CONDITIONING	
Serial Number:	87387150	MODERN HEATING & AIR BUILDING EFFICIENCY	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87387170	MODERN HEATING & AIR BUILDING EFFICIENCY
Serial Number:	87387248	NATIONAL HVAC SERVICE
Serial Number:	87387226	NATIONAL HVAC SERVICE BUILDING EFFICIENCY
Serial Number:	87387097	DELTA BUILDING TECHNOLOGIES
Serial Number:	87387060	DELTA BUILDING TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Carolyn Killea

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-254
NAME OF SUBMITTER:	Carolyn Killea
SIGNATURE:	/Carolyn Killea/
DATE SIGNED:	12/02/2019

Total Attachments: 14

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM437922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSHC, Inc.		07/31/2017	Corporation: DELAWARE
Tolin Mechanical Systems Company		07/31/2017	Corporation: DELAWARE
Delta Building Technologies, Inc.		07/31/2017	Corporation: ILLINOIS
Modern Heating & Air Conditioning, Inc.		07/31/2017	Corporation: MINNESOTA
National H.V.A.C. Service, Ltd.		07/31/2017	Limited Corporation: PENNSYLVANIA
Commercial Mechanical Systems, Inc.		07/31/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Ares Capital Management LLC as Second Lien Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4187738	WE MAKE BUILDINGS MORE EFFICIENT	
Registration Number:	4035414	AUTOMATED FACILITY SOLUTIONS A SERVICE L	
Registration Number:	3619987	SERVICE LOGIC	
Serial Number:	87386944	BUILDING SENTINEL	
Serial Number:	87386885	BUILDING SENTINEL BY SERVICE LOGIC	
Serial Number:	87410035	TOLIN FACILITY SERVICES	
Serial Number:	87410054	TOLIN FACILITY SERVICES BUILDING EFFICIE	
Serial Number:	87387182	MODERN HEATING & AIR CONDITIONING	
Serial Number:	87387150	MODERN HEATING & AIR BUILDING EFFICIENCY	
Serial Number:	87387170	MODERN HEATING & AIR BUILDING EFFICIENCY	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87387248	NATIONAL HVAC SERVICE
Serial Number:	87387226	NATIONAL HVAC SERVICE BUILDING EFFICIENC
Serial Number:	87387097	DELTA BUILDING TECHNOLOGIES
Serial Number:	87387060	DELTA BUILDING TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 31223-220 MN

NAME OF SUBMITTER: Michelle Nowicki

SIGNATURE: /Michelle Nowicki/

DATE SIGNED: 08/03/2017

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2017 (this “Agreement”), among MSHC, Inc., Tolin Mechanical Systems Company, Modern Heating & Air Conditioning, Inc., National H.V.A.C. Service, Ltd. and Delta Building Technologies, Inc. (the “Grantors”) and ARES CAPITAL CORPORATION as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among HVAC ACQUISITION, INC., a Delaware corporation (“Holdings”), MSHC, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and ARES CAPITAL MANAGEMENT LLC, as the Second Lien Administrative Agent and Second Lien Collateral Agent, and (b) the Second Lien Collateral Agreement dated of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantors’ right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 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 such intent-to-use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Second Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MSHC, INC.

TOLIN MECHANICAL SYSTEMS COMPANY

DELTA BUILDING TECHNOLOGIES, INC.

MODERN HEATING & AIR CONDITIONING, INC.

COMMERCIAL MECHANICAL SYSTEMS, INC.

By: 

Name: Craig A. Steinke

Title: Chief Executive Officer

NATIONAL H.V.A.C. SERVICE, LTD.

By: National HVAC Acquisitions, Inc.

Its: General Partner

By: 

Name: Craig A. Steinke

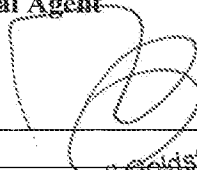
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 006807 FRAME: 0115

**ARES CAPITAL CORPORATION, as Second
Lien Collateral Agent**

By 
Name: _____
Title: _____
Mitchell Goldstein
Authorized Signatory

Schedule I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

Trademark & Design	Registration No.	Registration Date	Registered Owner
WE MAKE BUILDINGS MORE EFFICIENT	4187738	8/7/2012	MSHC, Inc.
AUTOMATED FACILITY SOLUTIONS A SERVICE LOGIC COMPANY (and Design)	4035414	10/4/2011	MSHC, Inc.
SERVICE LOGIC	3619987	5/12/2009	MSHC, Inc.

TRADEMARK APPLICATIONS:

Trademark & Design	Application No.	Application Date	Registered Owner
Building Sentinel	87386944	3/27/2017	MSHC, Inc.
Building Sentinel (design)	87386885	3/27/2017	MSHC, Inc.
Tolin Facility Services	87410035	4/13/2017	Tolin Mechanical Systems Company
Tolin Facility Services Building Efficiency and Sustainability a Service Logic Company (design)	87410054	4/13/2017	Tolin Mechanical Systems Company
Modern Heating & Air Conditioning	87387182	3/27/2017	Modern Heating & Air Conditioning, Inc.
Modern Heating & Air Building Efficiency and Sustainability a Service Logic Company (cityscape) (design)	87387150	3/27/2017	Modern Heating & Air Conditioning, Inc.
Modern Heating & Air Building Efficiency and Sustainability a Service Logic Company (no cityscape) (design)	87387170	3/27/2017	Modern Heating & Air Conditioning, Inc.
National HVAC Service	87387248	3/27/2017	National H.V.A.C. Service, Ltd.
National HVAC Service Building Efficiency and Sustainability a	87387226	3/27/2017	National H.V.A.C. Service, Ltd.

Trademark & Design	Application No.	Application Date	Registered Owner
Service Logic Company (design)			
Delta Building Technologies	87387097	3/27/2017	Delta Building Technologies, Inc.
Delta Building Technologies (design)	87387060	3/27/2017	Delta Building Technologies, Inc.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

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validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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SECTION 4. Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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[Remainder of Page Intentionally Left Blank]

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DELTA BUILDING TECHNOLOGIES, INC.

MODERN HEATING & AIR CONDITIONING, INC.

COMMERCIAL MECHANICAL SYSTEMS, INC.

By: 

Name: Craig A. Steinke

Title: Chief Executive Officer

NATIONAL H.V.A.C. SERVICE, LTD.

By: National HVAC Acquisitions, Inc.

Its: General Partner

By: 

Name: Craig A. Steinke

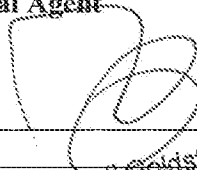
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 006802 FRAME: 0403

**ARES CAPITAL CORPORATION, as Second
Lien Collateral Agent**

By 
Name: _____
Title: _____
Mitchell Goldstein
Authorized Signatory

Schedule I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

Trademark & Design	Registration No.	Registration Date	Registered Owner
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