

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Trademarks (Releases RF 6127/0955)		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS FIRST LIEN COLLATERAL AGENT		10/30/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	MODERN HEATING & AIR CONDITIONING, INC.		
Street Address:	2318 1st St. NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55418		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87387182	MODERN HEATING & AIR CONDITIONING	
Serial Number:	87387150	MODERN HEATING & AIR BUILDING EFFICIENCY	
Serial Number:	87387170	MODERN HEATING & AIR BUILDING EFFICIENCY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0239		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	10/30/2020		

OP \$90.00 87387182

Total Attachments: 4

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS, dated as of October 30, 2020 (this “Release”), is made by Antares Capital LP, as First Lien Collateral Agent (in such capacity, the “Collateral Agent”), in favor of MSHC, Inc., a Delaware corporation, Tolin Mechanical Systems Company, a Delaware corporation, Delta Building Technologies, Inc., an Illinois corporation, Modern Heating & Air Conditioning, Inc., a Minnesota corporation, and National H.V.A.C. Service, Ltd., a Pennsylvania limited corporation (each a “Grantor,” and collectively the “Grantors”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among HVAC ACQUISITION, INC., a Delaware corporation, MSHC, Inc., the other Grantors from time to time party thereto, and ANTARES CAPITAL LP, as First Lien Administrative Agent, the Grantors executed and delivered a First Lien Collateral Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Collateral Agreement”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantors executed and delivered that certain First Lien Trademark Security Agreement, dated July 31, 2017, in favor of the Collateral Agent (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on August 11, 2017 at Reel/Frame 6127/0923 (with respect to MSHC, Inc.), at Reel/Frame 6127/0941 (with respect to Tolin Mechanical Systems Company), at Reel/Frame 6127/0955 (with respect to Modern Heating & Air Conditioning, Inc.), at Reel/Frame 6127/0975 (with respect to National H.V.A.C. Service, Ltd.), and at Reel/Frame 6127/0985 (with respect to Delta Building Technologies, Inc.);

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s 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, then or thereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world, but excluding 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 (the “Trademark Collateral”);

WHEREAS the Grantors have requested that the Collateral Agent now terminate and release its Security Interest in the Trademark Collateral, and the Collateral Agent desires to release the Security Interest it has in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, forever discharges, and absolutely, unconditionally and irrevocably releases the Security Interest in the Trademark Collateral, without recourse to the Collateral Agent, and without representation or warranty of any kind.

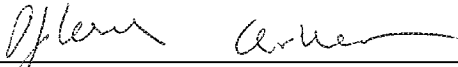
Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

This Release shall be construed in accordance with and governed by the laws of the State of New York.

Signature page follows

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Thomas Archer
Title: Duly Authorized Signatory

[Signature Page to Release of First Lien Security Interest in Trademarks]

TRADEMARK
REEL: 007092 FRAME: 0542

SCHEDULE I

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)	4085414	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.