

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATLANTANK, LLC		10/30/2020	Limited Liability Company: NEW JERSEY
ATLANTIC COOLING TECHNOLOGIES AND SERVICES, LLC		10/30/2020	Limited Liability Company: NEW JERSEY
CAROLINA CHILLERS, INC.		10/30/2020	Corporation: SOUTH CAROLINA
MSHC, INC.		10/30/2020	Corporation: DELAWARE
GENTRY HEATING, INC.		10/30/2020	Corporation: NORTH CAROLINA
MODERN HEATING AND AIR CONDITIONING, LLC		10/30/2020	Limited Liability Company: MINNESOTA
NATIONAL H.V.A.C. SERVICE, LTD.		10/30/2020	Limited Partnership: PENNSYLVANIA
NAC MECHANICAL SERVICES, LLC		10/30/2020	Limited Liability Company: MARYLAND
PADGETT SERVICES, LLC		10/30/2020	Limited Liability Company: GEORGIA
TOLIN MECHANICAL SYSTEMS COMPANY, LLC		10/30/2020	Limited Liability Company: DELAWARE
DELTA BUILDING TECHNOLOGIES, LLC		10/30/2020	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	CRESCENT AGENCY SERVICES LLC
Street Address:	11100 Santa Monica Boulevard, Suite 2000
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5787763	ATLANTANK
Registration Number:	5787762	ATLANTANK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5855492	ATLANTIC COOLING TECHNOLOGIES & SERVICES
Registration Number:	5855491	ATLANTIC COOLING TECHNOLOGIES & SERVICES
Registration Number:	5799198	ATLANTIC
Registration Number:	5159932	CCI COMPLETE HVAC CAROLINA CHILLERS, INC
Registration Number:	5159934	CCI COMPLETE HVAC CAROLINA CHILLERS, INC
Registration Number:	5338790	BUILDING SENTINEL BY SERVICE LOGIC
Registration Number:	5338792	BUILDING SENTINEL
Registration Number:	3996728	ECODUCTS
Registration Number:	6097329	GENTRY SERVICE GROUP
Registration Number:	5328119	MODERN HEATING & AIR CONDITIONING
Registration Number:	5328114	MODERN HEATING & AIR BUILDING EFFICIENCY
Registration Number:	5328118	MODERN HEATING & AIR BUILDING EFFICIENCY
Registration Number:	5394532	NATIONAL HVAC SERVICE
Registration Number:	5394531	NATIONAL HVAC SERVICE BUILDING EFFICIENC
Registration Number:	6054347	NAC MECHANICAL SERVICES
Registration Number:	6043570	NAC MECHANICAL SERVICES BUILDING EFFICIE
Registration Number:	3394125	PADGETT GROUP
Registration Number:	3619987	SERVICE LOGIC
Registration Number:	6172341	SERVICE LOGIC
Registration Number:	6172342	SERVICE LOGIC BUILDING EFFICIENCY AND SU
Registration Number:	5399966	TOLIN FACILITY SERVICES
Registration Number:	5563531	TOLIN FACILITY SERVICES BUILDING EFFICIE
Serial Number:	88302508	WE MAKE BUILDINGS MORE EFFICIENT

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 2125584229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER: RAFFAELE A. DEMARCO

SIGNATURE: /RAFFAELE A. DEMARCO/

DATE SIGNED: 10/30/2020

Total Attachments: 9

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SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of October 30, 2020, is made by each of the undersigned entities listed on Annex A hereto (each, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of CRESCENT AGENCY SERVICES LLC, as the Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1.01 Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 1.02 Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did and hereby does grant to the Collateral Agent, 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 any Trademarks included in the Collateral, including the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 1.03 Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Exhibit III-1

Section 1.04 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 1.05 Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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.

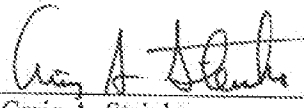
Section 1.06 Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, mutatis mutandis.

Section 1.07 Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ATLANTANK, LLC
ATLANTIC COOLING TECHNOLOGIES AND
SERVICES, LLC
CAROLINA CHILLERS, INC.
MSHC, INC.
GENTRY HEATING, INC.
MODERN HEATING AND AIR CONDITIONING,
LLC
NATIONAL HVAC SERVICE, LTD.
NAC MECHANICAL SERVICES, LLC
PADGETT SERVICES, LLC
TOLIN MECHANICAL SYSTEMS COMPANY,
LLC
DELTA BUILDING TECHNOLOGIES, LLC


By: 
Name: Craig A. Steinke
Title: Chief Executive Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK AGREEMENT]

TRADEMARK
REEL: 007092 FRAME: 0599

CRESCENT AGENCY SERVICES LLC,
as Second Lien Collateral Agent

By: 
Name: Yev Kuznetsov
Title: Managing Director

By: 
Name: Albert Lee
Title: Senior Vice President

Annex A

ATLANTANK, LLC
Atlantic Cooling Technologies and Services, LLC
Carolina Chillers, Inc.
MSHC, Inc.
Gentry Heating, Inc.
Modern Heating and Air Conditioning, LLC
National H.V.A.C. Service, Ltd.
NAC Mechanical Services, LLC
PADGETT SERVICES, LLC
Tolin Mechanical Systems Company, LLC
Delta Building Technologies, LLC

SCHEDULE A

<u>Trademark Name (Type)</u>	<u>Owner</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>File/Reg. Date</u>
Atlantank (Word)	Atlantank, LLC	Registered	88213071	5787763	6/25/2019
Atlantank (Design)	Atlantank, LLC	Registered	88213060	5787762	6/25/2019
Atlantic Cooling Technologies & Services (Word)	Atlantic Cooling Technologies and Services, LLC	Registered	88213070	5855492	9/10/2019
Atlantic Cooling Technologies & Services (Design)	Atlantic Cooling Technologies and Services, LLC	Registered	88213064	5855491	9/10/2019
Atlantic (Word)	Atlantic Cooling Technologies and Services, LLC	Registered	88213066	5799198	7/9/2019
CCI Complete HVAC Carolina Chillers, Inc. (Design)	Carolina Chillers, Inc.	Registered	87111178	5159932	3/14/2017
CCI Complete HVAC Carolina Chillers, Inc. (Design)	Carolina Chillers, Inc.	Registered	87111183	5159934	3/14/2017
Building Sentinel (Design)	MSHC, Inc.	Registered	87386885	5338790	11/21/2017
Building Sentinel (Word)	MSHC, Inc.	Registered	87386944	5338792	11/21/2017

<u>Trademark Name (Type)</u>	<u>Owner</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>File/Reg. Date</u>
Ecoducts (Design)	Gentry Heating, Inc.	Registered	85170001	3996728	7/19/2011
Gentry Service Group (Word)	Gentry Heating, Inc.	Registered	88302503	6097329	7/7/2020
Modern Heating and Air Conditioning (Word)	Modern Heating and Air Conditioning, LLC ¹	Registered	87387182	5328119	11/7/2017
Modern Heating and Air, a Service Logic Company (cityscape) (Design)	Modern Heating and Air Conditioning, LLC ²	Registered	87387150	5328114	11/7/2017
Modern Heating and Air, a Service Logic Company (no cityscape) (Design)	Modern Heating and Air Conditioning, LLC ³	Registered	87387170	5328118	11/7/2017
National HVAC Service (Word)	National HVAC Service, Ltd.	Registered	87387248	5394532	2/6/2018
National HVAC Service, a Service Logic Company (Design)	National HVAC Service, Ltd.	Registered	87387226	5394531	2/6/2018

¹ Conversion from a corporation to an LLC to be recorded with the USPTO

² Conversion from a corporation to an LLC to be recorded with the USPTO

³ Conversion from a corporation to an LLC to be recorded with the USPTO

<u>Trademark Name (Type)</u>	<u>Owner</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>File/Reg. Date</u>
NAC Mechanical Services (Word)	NAC Mechanical Services, LLC ⁴	Registered	88302485	6054347	5/12/2020
NAC Mechanical Services (Design)	NAC Mechanical Services, LLC ⁵	Registered	88302489	6043570	4/28/2020
Padgett Group (Design)	Padgett Services, LLC	Registered	77078528	3394125	3/11/2008
Service Logic (Word)	MSHC, Inc.	Registered	77218672	3619987	5/12/2009
Service Logic (Simple Wave logo) (Design)	MSHC, Inc.	Registered	88302495	6172341	10/13/2020
Service Logic (Color Logo w/ BES)	MSHC, Inc.	Registered	88302500	6172342	10/13/2020
Tolin Facility Services (Word)	Tolin Mechanical Systems Company, LLC ⁶	Registered	87410035	5399966	2/13/2018
Tolin Facility Services, a Service Logic Company (Design)	Tolin Mechanical Systems Company, LLC ⁷	Registered	87410054	5563531	9/18/2018
We Make Buildings More	MSHC, Inc.		88302508	n/a	2/14/2019

⁴ Conversion and name change to be recorded with the USPTO

⁵ Conversion and name change to be recorded with the USPTO

⁶ Conversion and name change to be recorded with the USPTO

⁷ Conversion and name change to be recorded with the USPTO

<u>Trademark Name (Type)</u>	<u>Owner</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>File/Reg. Date</u>
Efficient (Word)		Allowed (ITU)			