

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECISION PLUMBING AND SERVICE, LLC		10/27/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BYLINE BANK, as Agent		
Street Address:	180 N. LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90199902	PRECISION PLUMBING	
Serial Number:	90199962	WHEN QUALITY COUNTS	
Serial Number:	90200051	PRECISION PLUMBING	
Serial Number:	90200112	PRECISION PLUMBING; WHEN QUALITY COUNTS;	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S. LaSalle St., Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00045		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/s/Robert E. Horwath		
DATE SIGNED:	01/04/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented, or otherwise modified from time to time, this “*Agreement*”), dated as of October 27, 2020, is made by **PRECISION PLUMBING AND SERVICE, LLC**, a Delaware limited liability company (the “*Grantor*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent for the lenders under the Credit Agreement (defined below) (in such capacities, together with its successors and assigns permitted in accordance with the terms set forth in the Credit Agreement referred to below in such capacities, the “*Agent*”).

WHEREAS, PELTRAM PLUMBING, LLC, a Delaware limited liability company (“*Peltram*”), and the Grantor (together with Peltram, individually and collectively, the “*Borrower*”), are borrowers under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof by and among the Borrower, **PELTRAM PLUMBING HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), the other Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrower and Parent are parties to that certain Security Agreement date as of even date herewith by and among the Borrower, Parent, each other Person (as defined in the Credit Agreement) that becomes a party thereto by execution of Security Joinder Agreement in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms of the Security Agreement, the Grantor hereby pledges and collaterally assigns to the Agent, and grants to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in and to all of its rights in and to all of its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”), whether now existing or hereafter arising or acquired. Notwithstanding the foregoing, the term “*Collateral*” shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of “*Collateral*”. The Grantor hereby requests

that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Governing Law**. This Agreement shall be construed in all respects in accordance with, and enforced and governed by, the internal laws of the State of Illinois, without regard to conflicts of law principles that would require the application of any other.

SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**PRECISION PLUMBING AND SERVICE,
LLC, a Delaware limited liability company, as
Grantor**

By: 

Name: Michael MacRitchie

Title: Secretary and Treasurer

Accepted:

BYLINE BANK, as Agent

By: 

Name: Dan Delgadillo

Title: Managing Director

EXHIBIT A

Mark	Status	App. No.	App. No	Owner	Jurisdiction	Goods/Services
PRECISION PLUMBING	Pending	90199902	Sep. 22, 2020	PRECISION PLUMBING AND SERVICE, LLC	U.S.	Plumbing contractor services; Plumbing services; sewer and drain cleaning services; sewer inspections by way of camera analysis; pipe leak repair services; boiler and water heater repair services; booster pump repairs and installations; fixture repairs and replacement; temporary hot water services
WHEN QUALITY COUNTS	Pending	90199962	Sept. 22, 2020	PRECISION PLUMBING AND SERVICE, LLC	U.S.	Plumbing contractor services; Plumbing services; sewer and drain cleaning services; sewer inspections by way of camera analysis; pipe leak repair services; boiler and water heater repair services; booster pump repairs and installations; fixture repairs and replacement; temporary hot water services
 PRECISION PLUMBING	Pending	9020005 1	Sep. 22, 2020	PRECISION PLUMBING AND SERVICE, LLC	U.S.	Plumbing contractor services; Plumbing services; sewer and drain cleaning services; sewer inspections by way of camera analysis; pipe leak repair services; boiler and water heater repair services; booster pump repairs and installations; fixture repairs and replacement; temporary hot water services
 PRECISION PLUMBING	Pending	9020011 2	Sep. 22, 2020	PRECISION PLUMBING AND SERVICE, LLC	U.S.	Plumbing contractor services; Plumbing services; sewer and drain cleaning services; sewer inspections by way of camera analysis; pipe leak repair services; boiler and

Mark	Status	App. No.	App. No.	Owner	Jurisdiction	Goods/Services
						water heater repair services; booster pump repairs and installations; fixture repairs and replacement; temporary hot water services