

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625092

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: DELAWARE
RECEIVING PARTY DATA			
Name:	Ironwood Mezzanine Fund IV, LP		
Street Address:	45 Nod Road, Suite 2		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001-3819		
Entity Type:	Limited Partnership: DELAWARE		
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:	8883259172		
<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:	6172390567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	1568615.00026		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	02/08/2021		
Total Attachments: 7			

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TO BE RECORDED WITH THE U.S.
PATENT AND TRADEMARK OFFICE

THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF OCTOBER 27, 2020 (THE “SENIOR – MEZZANINE SUBORDINATION AGREEMENT”) BY IRONWOOD MEZZANINE FUND IV LP, AS SUBORDINATED AGENT, IN FAVOR OF BYLINE BANK, AS SENIOR AGENT, AND EACH HOLDER OF AN INSTRUMENT ISSUED PURSUANT TO THIS AGREEMENT, BY ITS ACCEPTANCE THEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THE SENIOR – MEZZANINE SUBORDINATION AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS.

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 **IRONWOOD MEZZANINE FUND IV LP**, a Delaware limited partnership, as collateral agent for the purchasers under the Purchase Agreement (defined below) (in such capacities, together with its successors and assigns permitted in accordance with the terms set forth in the Purchase Agreement referred to below in such capacities, the “**Collateral 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 Senior Subordinated Note Purchase 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 Purchasers (as defined therein) party thereto, and the Collateral Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Purchase 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 Purchase Agreement) that becomes a party thereto by execution of Security Joinder Agreement in favor of the Collateral 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 Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Purchase 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 Collateral Agent, and grants to the Collateral Agent, for the benefit of the Collateral Agent and the Purchasers, 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 New York, 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

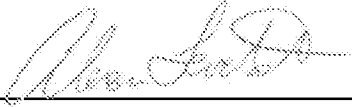
Title: Secretary and Treasurer

[Signature Page to Senior Subordinated TM Security Agreement]

Accepted:

IRONWOOD MEZZANINE FUND IV LP,
as Collateral Agent

By: Ironwood Mezzanine Management IV LLC,
its general partner

By:  _____

Name: Alex Levental



Title: Managing Director

[Signature Page to Senior Subordinated Trademark Security Agreement]

TRADEMARK
REEL: 007183 FRAME: 0637

EXHIBIT A

Mark	Status	App. No.	App. No	Owner	Jurisdiction	Goods/Services
PRECISION PLUMBING	Pending	901999902	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;
WHEN COUNTS	Pending	901999962	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;

Mark	Status	App. No.	App. No	Owner	Jurisdiction	Goods/Services
	Pending	90200051	Sep. 22, 2020	PRECISION PLUMBING AND SERVICE, LLC	U.S.	temporary hot water services; 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;
	Pending	90200112	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;

Mark	Status	App. No.	App. No	Owner	Jurisdiction	Goods/Services
						temporary hot water services

TRADEMARK

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RECORDED: 02/08/2021