

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645538

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Isaac Heating & Air Conditioning, Inc.		05/10/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varagon Capital Partners Agent, LLC, as Agent		
<b>Street Address:</b>	c/o Alter Domus (US) LLC, 225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6023220	ISAAC	
<b>Registration Number:</b>	6023221	ISAAC HEATING & AIR CONDITIONING	
<b>Registration Number:</b>	5309587	WHEN YOU NEED US, WE'LL BE THERE.	
<b>Registration Number:</b>	3913129	WHEN YOU NEED HOME EFFICIENCY, WE'LL BE	
<b>Registration Number:</b>	3872291		
<b>Registration Number:</b>	2838118	ISAAC HEATING & AIR CONDITIONING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	05/10/2021		

CH \$165.00 6023220

**Total Attachments: 6**

source=Project Jazz - IP Security Agreement Executed#page1.tif

source=Project Jazz - IP Security Agreement Executed#page2.tif

source=Project Jazz - IP Security Agreement Executed#page3.tif

source=Project Jazz - IP Security Agreement Executed#page4.tif

source=Project Jazz - IP Security Agreement Executed#page5.tif

source=Project Jazz - IP Security Agreement Executed#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 10, 2021 (this “Agreement”), by Isaac Heating & Air Conditioning, Inc., a New York corporation (the “Grantor”) in favor of Varagon Capital Partners Agent, LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of May 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of May 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Isaac Intermediate, Inc., a Delaware corporation, Isaac Heating & Air Conditioning, Inc., a New York corporation (as successor by merger to Isaac Buyer, Inc., a Delaware corporation, the “Borrower”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Varagon Capital Partners Agent, LLC, in its capacities as administrative agent and collateral agent for the Lenders (in such capacities, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, 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 Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Release of IP Collateral.* Upon any termination or release of the IP Collateral pursuant to Section 7.12 of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the IP Collateral.

SECTION 5. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

ISAAC HEATING & AIR CONDITIONING, INC.


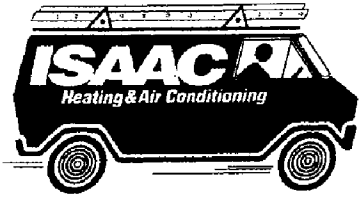
By: 

Name: Raymond Isaac

Title: President

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE I  
TRADEMARKS**

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Isaac Heating & Air Conditioning, Inc.	6023220	3/31/2020	ISAAC
Isaac Heating & Air Conditioning, Inc.	6023221	3/31/2020	ISAAC HEATING & AIR CONDITIONING
Isaac Heating & Air Conditioning, Inc.	5309587	10/17/2017	WHEN YOU NEED US, WE'LL BE THERE
Isaac Heating & Air Conditioning, Inc.	3913129	02/01/2011	WHEN YOU NEED HOME EFFICIENCY, WE'LL BE THERE!
Isaac Heating & Air Conditioning, Inc.	3872291	10/09/2010	Design only 
Isaac Heating & Air Conditioning, Inc.	2838118	05/04/2004	

**TRADEMARK APPLICATIONS**

None.

Schedule I to Intellectual Property Security Agreement

**SCHEDULE II**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

Schedule II to Intellectual Property Security Agreement

**SCHEDULE III**

**COPYRIGHTS**

<b>COPYRIGHT CLAIMANT</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TITLE</b>
Isaac Heating & Air Conditioning, Inc.	VA0000098327	04/09/1982	Isaac Heating & Air Conditioning, Inc., Isaac seal of security, protection plan.

**COPYRIGHT APPLICATIONS**

None.

Schedule III to Intellectual Property Security Agreement

WEIL:19790354615174794.0062  
US\_148728159v3\_385629-00243 4/26/2021 4:57 PM