

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.R. PLUMBING SERVICES, LLC		05/28/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North 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	
Registration Number:	2911546		
Registration Number:	4745326	E.R. SERVICES	
Serial Number:	90196477	E.R. SERVICES	
Serial Number:	90168658	E.R. SERVICES	
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 Street, 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:	06/29/2021		
Total Attachments: 5			
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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 May 28, 2021, is made by **E.R. PLUMBING SERVICES, 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*”), **PRECISION PLUMBING AND SERVICE, LLC**, a Delaware limited liability company (“*Precision*”), and the Grantor (together with Peltram and Precision, individually and collectively, the “*Borrower*”), are borrowers under that certain Amended and Restated 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 and restated and as further 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 dated as of October 27, 2020 by and among the Borrower, Parent, and 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:

E.R. PLUMBING SERVICES, LLC,
a Delaware limited liability company, as Grantor

By: 

Name: Michael MacRitchie

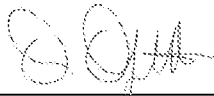
Title: Secretary and Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007339 FRAME: 0579

Accepted:

BYLINE BANK, as Agent

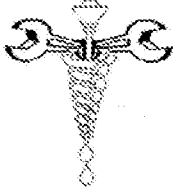
By:  _____

Name: Dan Delgadillo

Title: Managing Director

EXHIBIT A

Trademarks

Trademark	Current Owner	Type	Filing Date	Serial No.	Registration No.	Goods and Services	Registration Date	Status
	E.R. Plumbing Services, LLC	Service Mark	6/27/03	76527804	2911546	37 – Plumbing Services	12/14/04	Registered
“E.R. Services”	E.R. Plumbing Services, LLC	Service Mark	01/29/14	86178432	4745326	37 – Plumbing Services; Installation and repair of heating equipment; Restoration services, namely, water and sewer cleanup	05/26/15	Registered

Trademark Applications

Applicant	Trademark	Filing Date	Serial No.	Goods and Services
E.R. PLUMBING SERVICES, LLC	“E.R. Services”	09/21/20	90196477	37 – Plumbing Services
E.R. PLUMBING SERVICES, LLC	“E.R. Services”	09/09/20	90168658	37 - Installation and repair of heating equipment; restoration