

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Revolving Credit Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoolSys Commercial & Industrial Solutions, Inc.		08/11/2021	Corporation: CALIFORNIA
TRS-SESCO, LLC		08/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
Internal Address:	c/o Cortland Capital Market Services LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5596355	COOLSYS	
Registration Number:	5623282	COOLSYS	
Registration Number:	2722329	SOURCE REFRIGERATION & HVAC, INC.	
Registration Number:	2738375	SOURCE	
Registration Number:	2851705	SESCO	
Registration Number:	3083162	SESCO DESIGN	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	954398-10		

CH \$165.00 5596355

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/13/2021
Total Attachments: 5 source=8-13-2021 CoolSys 2-TM#page1.tif source=8-13-2021 CoolSys 2-TM#page2.tif source=8-13-2021 CoolSys 2-TM#page3.tif source=8-13-2021 CoolSys 2-TM#page4.tif source=8-13-2021 CoolSys 2-TM#page5.tif	

REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT

This **REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of August 11, 2021, is made by CoolSys Commercial & Industrial Solutions, Inc., a California Corporation and TRS-SESCO, LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of **MACQUARIE CAPITAL FUNDING LLC**, as the Collateral Agent for the Secured Parties.

WHEREAS, the Grantors are party to that certain Revolving Credit Security Agreement, dated as of August 11, 2021 (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, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have 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, the Grantors agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants 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 the registered and applied for Trademarks set forth on Schedule A hereto, together with all goodwill of the business connected with the use thereof and 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, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, 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 to the extent that, and 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 (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement. This Trademark Security Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do 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, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. 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 6. Governing Law. SECTION 11.15 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

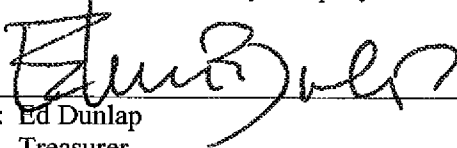
SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND 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.

SECTION 8. Collateral Agent. Macquarie Capital Funding LLC is acting under this Supplement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Credit Agreement, as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

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

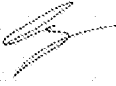
**COOLSYS COMMERCIAL & INDUSTRIAL
SOLUTIONS, INC.,**
a California corporation
TRS-SESCO, LLC,
a Delaware limited liability company

By: 
Name: Ed Dunlap
Title: Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MACQUARIE CAPITAL FUNDING LLC, as Collateral Agent

By: 

Name: Ayesha Farooqi
Title: Authorized Signatory

By: 

Name: Vin Repaci
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007391 FRAME: 0255

SCHEDULE A

Trademarks, Trademark Applications and Trademark Licenses

Owner	Jurisdiction	Trademark	Reg. No. / Serial No.
CoolSys Commercial & Industrial Solutions, Inc.	US/Federal	COOLSYS	5,596,355
CoolSys Commercial & Industrial Solutions, Inc.	US/Federal	COOLSYS and Design	5,623,282
CoolSys Commercial & Industrial Solutions, Inc.	US/Federal	SOURCE REFRIGERATION & HVAC, INC.	2,722,329
CoolSys Commercial & Industrial Solutions, Inc.	US/Federal	SOURCE and Design	2,738,375
TRS-SESCO, LLC	US/Federal	SESCO	2,851,705
TRS-SESCO, LLC	US/Federal	SESCO DESIGN	3,083,162