

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holland Heating & Air Conditioning, LLC		09/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1169610	QUICKFLASH	
Serial Number:	90524750	QUICKFLASH	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	16172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010272-0028		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	09/20/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of September 17, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BMO HARRIS BANK N.A. ("BMO"), a national banking association having an address at 111 W. Monroe Street, Chicago, IL 60603, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of April 23, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among SV-BURTON HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), BURTON PLUMBING SERVICES, LLC, a Delaware limited liability company ("Lead Borrower"), STAR CITY HEATING AND COOLING, LLC, a Delaware limited liability company ("Star City"), ALLEN PLUMBING AND HEATING, LLC, a Delaware limited liability company ("Allen"), HOLLAND HEATING & AIR CONDITIONING, LLC, a Delaware limited liability company ("Holland Heating"), MR. HOLLAND'S ELECTRIC, LLC, a Delaware limited liability company ("Mr. Holland" and, together with Lead Borrower, Star City, Allen and Holland Heating, collectively, the "Borrowers" and each individually a "Borrower" and, the Borrowers together with Holdings, collectively, the "Grantors" and each, a "Grantor"), the Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrowers) has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith by and among Borrowers, Holdings, and the other Grantors from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Agent to enter into the Note Purchase Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral), whether now owned or hereafter acquired (the "Trademark Collateral"):

(a) all of its Trademarks registered with the Applicable IP Office (other than Trademarks that are Excluded Collateral) including, without limitation, those referred to on Schedule 1 hereto;

(b) the goodwill associated with such Trademarks;

(c) all renewals and extensions of the foregoing; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment in connection with their Trademarks subject to a security interest hereunder, consistent with the Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

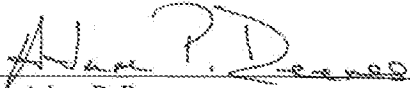
Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HOLLAND HEATING & AIR CONDITIONING,
LLC**, a Delaware limited liability company, as Grantor

By: 
Name: Adam P. Reeves
Title: Vice President

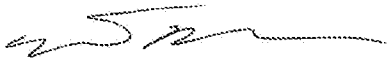
Grantor's Address
W204 N16635 Jackson Drive
Jackson, WI 53037

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007425 FRAME: 0482

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as Agent

By: 

Name: Matthew W. Miller
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARK REGISTERED WITH THE APPLICABLE IP OFFICE

<u>Mark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
QUICKFLASH	Holland Heating & Air Conditioning, LLC	1169610	9/15/1981	US

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Jurisdiction</u>
QUICKFLASH	Holland Heating & Air Conditioning, LLC	90524750	2/11/2021	US