

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM678412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SA&H WESTERN HOLDINGS, LLC		10/01/2021	Limited Liability Company: DELAWARE
SOUTHERN HVAC CORPORATION		10/01/2021	Corporation: DELAWARE
YELLOW DOT HEATING AND AIR LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6325396	FIVE STAR SERVICE LIGHTNING FAST	
Serial Number:	88872970	FIVE STAR SERVICE LIGHTNING FAST	
Registration Number:	6179993	SERVICE YOU CAN TRUST	
Registration Number:	6136662	SOUTHERN HVAC	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22283 / 076		
NAME OF SUBMITTER:	Christine Slattery		

CH \$115.00 6325396

SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/01/2021
Total Attachments: 5 source=SHVAC - 1L Trademark Security Agreement#page1.tif source=SHVAC - 1L Trademark Security Agreement#page2.tif source=SHVAC - 1L Trademark Security Agreement#page3.tif source=SHVAC - 1L Trademark Security Agreement#page4.tif source=SHVAC - 1L Trademark Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of October 1, 2021, is made by SA&H WESTERN HOLDINGS, LLC, SOUTHERN HVAC CORPORATION and YELLOW DOT HEATING AND AIR LLC (collectively, the “**Grantors**” and each, a “**Grantor**”) in favor of Crescent Agency Services LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of October 1, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among Southern HVAC Guarantor LLC, a Delaware limited liability company (“**Holdings**”), Southern HVAC Merger Sub LLC, a Delaware limited liability company (“**Merger Sub**”), and upon the consummation of the Closing Date Acquisition, Southern Air & Heat Holdings, LLC, a Delaware limited liability company (the “**Closing Date Target**”), as the surviving entity pursuant to the Closing Date Acquisition (together with Merger Sub, the “**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

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

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and 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 (the “**Trademark Collateral**”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantors Remains Liable. Notwithstanding anything herein to the contrary, each Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Trademark 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.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

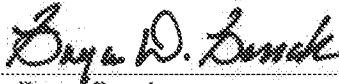
7. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents..

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SA&H WESTERN HOLDINGS, LLC,
a Delaware limited liability company
SOUTHERN HVAC CORPORATION,
a Delaware corporation
YELLOW DOT HEATING AND AIR LLC,
a Delaware limited liability company,
each as a Grantor

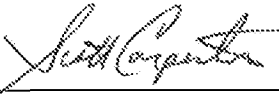
By: 
Name: Bryan Benak
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

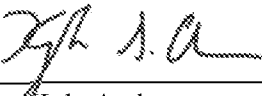
CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP, its Managing Member

By: 

Name: Scott Carpenter

Title: Managing Director

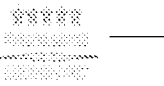

By: 

Name: Kyle Anderson

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. Trademark Registrations and Applications

Country	Trademark	Trademark Design	App No	Filing Date	Reg No	Reg Date	Owner of Record
United States of America	FIVE STAR SERVICE LIGHTNING FAST		88/871043	4/14/20	6325396	4/20/21	SA&H Western Holdings, LLC
United States of America	FIVE STAR SERVICE LIGHTNING FAST and design		88/872970	4/15/20	n/a	n/a	SA&H Western Holdings, LLC
United States of America	SERVICE YOU CAN TRUST		88/870286	4/13/20	6179993	10/20/20	SA&H Western Holdings, LLC
United States of America	SOUTHERN HVAC & Design		87/641856	10/11/17	6136662	8/25/20	Southern HVAC Corporation
North Carolina	Yellow Dot Heating Air Conditioning with Yellow Circle				017202	11/20/02	Yellow Dot, Inc.