

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696631

<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>
CHAMPION RESIDENTIAL SERVICES, LLC		12/21/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5756629	AIR AGENTS	
<b>Registration Number:</b>	6233118	CALL MORRIS-JENKINS AIR CONDITIONING HEA	
<b>Registration Number:</b>	5583749	PERCY CALL MORRIS-JENKINS AIR CONDITIONI	
<b>Registration Number:</b>	5412924	PERCY THE PLUMBER	
<b>Registration Number:</b>	5412732	PERCY THE UNFLAPPABLE PLUMBER	
<b>Registration Number:</b>	4952010	TRUCK 17, THIS IS BOBBY!	
<b>Registration Number:</b>	4952009	BUCKLE YOUR SEATBELT, MR. JENKINS!	
<b>Registration Number:</b>	4678921	WE'RE HERE TIL MIDNIGHT AND WE'VE GOT TH	
<b>Registration Number:</b>	4111553	WE'RE HERE TIL MIDNIGHT, 7 DAYS A WEEK	
<b>Registration Number:</b>	3855846	PRIORITY ADVANTAGE	
<b>Registration Number:</b>	3010187	SUPREME COMMANDER OF COOL AIR	
<b>Registration Number:</b>	2939548	SUPREME COMMANDER OF WARM HEAT	
<b>Registration Number:</b>	2766600	CALL MORRIS-JENKINS AIR CONDITIONING HEA	
<b>Registration Number:</b>	2750045	MORRIS-JENKINS	
<b>Serial Number:</b>	90760410	LET US BRING YOUR A/C INTO SERVICE GENTL	
<b>Serial Number:</b>	90760366	GENTLY	
<b>Serial Number:</b>	90760365	IT'S TIME FOR US TO COME AND GO GENTLY,	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 5756629

**Fax Number:** 2029567069

***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.***

**Phone:** 2029567685

**Email:** carrierr@sullcrom.com, nguyenb@sullcrom.com

**Correspondent Name:** Rita M. Carrier

**Address Line 1:** 1700 New York Avenue, N.W., Suite 700

**Address Line 2:** Sullivan & Cromwell LLP

**Address Line 4:** Washington, D.C. 20006-5215

<b>ATTORNEY DOCKET NUMBER:</b>	021692.00023 (RMC)
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<b>NAME OF SUBMITTER:</b>	Rita M. Carrier
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<b>SIGNATURE:</b>	/Rita M. Carrier/
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<b>DATE SIGNED:</b>	12/21/2021
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**Total Attachments: 6**

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Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Priority Representative hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among Jefferies Finance LLC, as Senior Priority Representative, Wilmington Trust, National Association, as Second Priority Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Priority Representative hereunder, the terms of the Intercreditor Agreement shall govern and control.

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "**Trademark Security Agreement**"), dated as of December 21, 2021, is made by Champion Residential Services, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, reference is made to that certain Second Lien Security Agreement, dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Wrench Group LLC, a Delaware limited liability company (as successor by merger and assignment and assumption to Green Wrench Merger Sub, LLC, a Delaware limited liability company, the "**Borrower**"), certain subsidiaries of the Borrower from time to time party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has 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 Grantor agrees 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, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all goodwill of the business connected with the use thereof and symbolized thereby, (b) all extensions and renewals thereof, (c) 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 (d) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (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 (it being understood that after such filing and acceptance, 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. The 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. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does 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. 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.

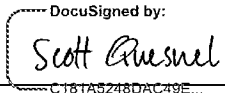
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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.

*[Remainder of this page intentionally left blank]*

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

**CHAMPION RESIDENTIAL SERVICES, LLC**

By:  \_\_\_\_\_  
Name: Scott Quesnel  
Title: Secretary and Treasurer

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Agent

By:

  
\_\_\_\_\_

Name:

Title:

**David Bergstrom**  
**Vice President**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]