

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion Residential Services, LLC		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5756629	AIR AGENTS	
Registration Number:	6233118	CALL MORRIS-JENKINS AIR CONDITIONING HEA	
Registration Number:	5583749	PERCY CALL MORRIS-JENKINS AIR CONDITIONI	
Registration Number:	5412924	PERCY THE PLUMBER	
Registration Number:	5412732	PERCY THE UNFLAPPABLE PLUMBER	
Registration Number:	4952010	TRUCK 17, THIS IS BOBBY!	
Registration Number:	4952009	BUCKLE YOUR SEATBELT, MR. JENKINS!	
Registration Number:	4678921	WE'RE HERE TIL MIDNIGHT AND WE'VE GOT TH	
Registration Number:	4111553	WE'RE HERE TIL MIDNIGHT, 7 DAYS A WEEK	
Registration Number:	3855846	PRIORITY ADVANTAGE	
Registration Number:	3010187	SUPREME COMMANDER OF COOL AIR	
Registration Number:	2939548	SUPREME COMMANDER OF WARM HEAT	
Registration Number:	2766600	CALL MORRIS-JENKINS AIR CONDITIONING HEA	
Registration Number:	2750045	MORRIS-JENKINS	
Serial Number:	90760410	LET US BRING YOUR A/C INTO SERVICE GENTL	
Serial Number:	90760366	GENTLY	
Serial Number:	90760365	IT'S TIME FOR US TO COME AND GO GENTLY,	
CORRESPONDENCE DATA			

CH \$440.00 5756629

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Olivia Franzblau

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	O.Franzblau - 15570.0149
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NAME OF SUBMITTER:	Olivia Franzblau
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SIGNATURE:	/Olivia Franzblau/
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DATE SIGNED:	12/21/2021
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Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST 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 JEFFERIES FINANCE LLC, 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 First 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 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 (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.

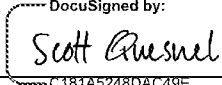
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL 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.

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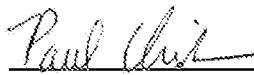
IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

CHAMPION RESIDENTIAL SERVICES, LLC



By: DocuSigned by:

C181A52480AC49E...
Name: Scott Quesnel
Title: Secretary and Treasurer

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	AIR AGENTS	88139858 10/2/2018	5756629 5/21/2019	Registered	Champion Residential Services, LLC
2.	CALL MORRIS-JENKINS AIR CONDITIONING HEATING PLUMBING 	88947422 6/4/2020	6233118 12/29/2020	Registered	Champion Residential Services, LLC
3.	PERCY CALL MORRIS-JENKINS AIR CONDITIONING HEATING PLUMBING 	87595988 9/5/2017	5583749 10/16/2018	Registered	Champion Residential Services, LLC
4.	PERCY THE PLUMBER	87563664 8/10/2017	5412924 2/27/2018	Registered	Champion Residential Services, LLC
5.	PERCY THE UNFLAPPABLE PLUMBER	87555892 8/4/2017	5412732 2/27/2018	Registered	Champion Residential Services, LLC
6.	TRUCK 17, THIS IS BOBBY!	86318999 6/24/2014	4952010 5/3/2016	Registered	Champion Residential Services, LLC
7.	BUCKLE YOUR SEATBELT, MR. JENKINS!	86318962 6/24/2014	4952009 5/3/2016	Registered	Champion Residential Services, LLC
8.	WE'RE HERE TIL MIDNIGHT AND WE'VE GOT THE ANSWER	86319041 6/24/2014	4678921 1/27/2015	Registered	Champion Residential Services, LLC
9.	WE'RE HERE TIL MIDNIGHT, 7	85367979 7/11/2011	4111553 3/13/2012	Registered	Champion Residential Services, LLC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
DAYS A WEEK				
10. PRIORITY ADVANTAGE	77852454 10/20/2009	3855846 10/5/2010	Registered	Champion Residential Services, LLC
11. SUPREME COMMANDER OF COOL AIR	76587246 4/16/2004	3010187 11/1/2005	Registered	Champion Residential Services, LLC
12. SUPREME COMMANDER OF WARM HEAT	76587247 4/16/2004	2939548 4/12/2005	Registered	Champion Residential Services, LLC
13. CALL MORRIS- JENKINS AIR CONDITIONING HEATING - SINCE 1958	76459435 10/21/2002	2766600 9/23/2003	Registered	Champion Residential Services, LLC
14. MORRIS-JENKINS	76459434 10/21/2002	2750045 8/12/2003	Registered	Champion Residential Services, LLC
15. LET US BRING YOUR A/C INTO SERVICE GENTLY	90760410 6/8/2021	---	Pending	Champion Residential Services, LLC
16. GENTLY	90760366 6/8/2021	---	Pending	Champion Residential Services, LLC
17. IT'S TIME FOR US TO COME AND GO GENTLY, GENTLY	90760365 6/8/2021	---	Pending	Champion Residential Services, LLC

Exh. I-3