

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHOENIX PEACH, LLC		12/10/2021	Limited Liability Company: NEVADA
Las Vegas Peach, LLC		12/10/2021	Limited Liability Company: NEVADA
Dutton Home Services, LLC		12/10/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC
Street Address:	100 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	97086195	DIGITAL DUNCAN
Serial Number:	90021424	GOETTL WATER HEATER AMBULANCE
Serial Number:	90211864	THE GOETTL WAY
Serial Number:	77486175	GOETTL AIR CONDITIONING
Serial Number:	85925210	GOOD GUYS AIR CONDITIONING REPAIRMEN
Serial Number:	85936489	BRIGHT & SHINY REPAIRMEN
Serial Number:	88233108	SMARTPHONE THERMOSTAT
Serial Number:	88442101	PICTURE PERFECT INSTALLATION
Serial Number:	88274612	GOETTLIZE
Serial Number:	88442254	PICTURE PERFECT INSTALLATION
Serial Number:	88055534	GOETTL SADIE
Serial Number:	88260710	SINCE 1939 GOETTL AIR CONDITIONING · PLU
Serial Number:	88216557	IF IT'S MADE OF METAL, CALL GOETTL
Serial Number:	88050906	G-O-E-T-T-L IT'LL KEEP YOU COOL BUT IT'S
Serial Number:	87847212	THE RIGHT WAY, NOT THE EASY WAY.

OP \$965.00 97086195

Property Type	Number	Word Mark
Serial Number:	87843666	
Serial Number:	87267250	
Serial Number:	87267246	THE SUNNY PLUMBER
Serial Number:	87147476	REJUUVENATION!
Serial Number:	87147465	
Serial Number:	86762589	
Serial Number:	85933717	THE SUNNY PLUMBER
Serial Number:	85402639	GOETTL EFFICIENT ATTIC SYSTEMS SINCE 193
Serial Number:	85402600	GOTTA GETTA GOETTL!
Serial Number:	85402582	SINCE 1939 GOETTL AIR CONDITIONING GOTTA
Serial Number:	85402506	SINCE 1939 GOETTL AIR CONDITIONING
Serial Number:	85937013	
Serial Number:	85937196	GOETTL GOOD GUYS AIR CONDITIONING REPAIR
Serial Number:	85936741	THE SUNNY PLUMBER BRIGHT & SHINY REPAIRM
Serial Number:	85925189	GOETTL GOOD GUYS
Serial Number:	86754161	SINCE 1939 GOETTL AIR CONDITIONING
Serial Number:	86446729	HONEYBEE
Serial Number:	86552157	HONEYBEE AC
Serial Number:	86446751	
Serial Number:	86446757	BEE COOL. BEE GREEN. BEE HAPPY.
Serial Number:	88091837	DUTTON PLUMBING ROOTER
Serial Number:	88092045	DUTTON PLUMBING, INC.
Serial Number:	85894245	THE PLUMBER YOU'D SEND TO YOUR MOM'S HOU

CORRESPONDENCE DATA

Fax Number:

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: 4045723401

Email: morgan.roth@kslaw.com

Correspondent Name: King & Spalding LLP, ATTN: Morgan Roth

Address Line 1: 1180 Peachtree Street, NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 24080.515017

NAME OF SUBMITTER: Morgan Roth

SIGNATURE: /Morgan Roth/

DATE SIGNED: 01/19/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Golub Capital Markets LLC (“Golub”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 10, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 10, 2021 in favor of Agent (as the same 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 Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 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.

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 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 and all IP Licenses included in the Collateral, including, without limitation, those 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.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 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 of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of 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 connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 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.

Section 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.

Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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,

PHOENIX PEACH, LLC
LAS VEGAS PEACH, LLC
DUTTON HOME SERVICES, LLC, as
Grantors

DocuSigned by:
By: Jack T. Miner
Name: Jack T. Miner
Title: Vice President and Secretary



ACKNOWLEDGED AND AGREED
as of the date first above written:

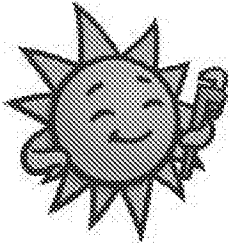
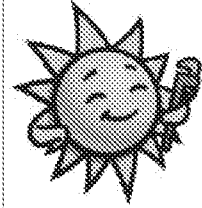

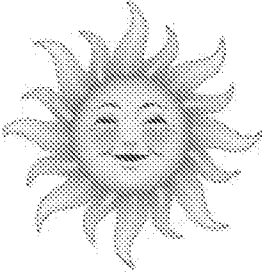
GOLUB CAPITAL MARKETS LLC, as Agent


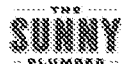
By: 
Name: Marc C. Robinson
Title: Senior Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations and Applications

JURISDICTION	MARK	OWNER	APP. NO.	APP. DATE	REG. NO. / FILE NO.	REG. DATE
U.S.	DIGITAL DUNCAN	PHOENIX PEACH, LLC	97086195	10/21/2021	-	-
U.S.	GOETTL WATER HEATER AMBULANCE	PHOENIX PEACH, LLC	90021424	6/25/2020	-	-
U.S.	THE GOETTL WAY	PHOENIX PEACH, LLC	90211864	9/25/2020	-	-
U.S.		PHOENIX PEACH, LLC	77486175	5/29/2008	3649688	7/7/2009
U.S.	GOETTL GOOD GUYS AIR CONDITIONING REPAIRMEN	PHOENIX PEACH, LLC	85925210	5/7/2013	4458476	12/31/2013
U.S.	BRIGHT & SHINY REPAIRMEN	PHOENIX PEACH, LLC	85936489	5/20/2103	4459040	12/31/2013
U.S.	SMARTPHONE THERMOSTAT	PHOENIX PEACH, LLC	88233108	12/18/18	5963580	1/14/2020
U.S.	PICTURE PERFECT INSTALLATION	PHOENIX PEACH, LLC	88442101	5/22/2019	5914906	11/19/2019
U.S.	GOETTLIZE	PHOENIX PEACH, LLC	88274612	1/24/2019	5916656	11/19/2019
U.S.	PICTURE PERFECT INSTALLATION	PHOENIX PEACH, LLC	88442254	5/22/2019	5908265	11/12/2019
U.S.		PHOENIX PEACH, LLC	88055534	7/27/2018	5860211	9/17/2019
U.S.	SINCE 1939 GOETTL AIR CONDITIONING · PLUMBING	PHOENIX PEACH, LLC	88260710	1/14/2019	5858980	9/10/2019
	IF IT'S MADE OF METAL, CALL GOETTL	PHOENIX PEACH, LLC	88216557	12/4/2018	5799292	7/9/2019
U.S.	G-O-E-T-T-L IT'LL KEEP YOU COOL BUT IT'S HARD TO SPELL	PHOENIX PEACH, LLC	88050906	7/24/2018	5691331	3/5/2019
U.S.	THE RIGHT WAY, NOT THE EASY WAY.	PHOENIX PEACH, LLC	87847212	3/23/2018	5575909	10/2/2018
U.S.	The mark is a sound. The mark consists of the words, The Right Way, Not the Easy Way, with an emphasis on the words Right and Easy.	PHOENIX PEACH, LLC	87843666	3/21/2018	5575905	10/2/2018

JURISDICTION	MARK	OWNER	APP. NO.	APP. DATE	REG. NO. / FILE NO.	REG. DATE
U.S.		PHOENIX PEACH, LLC	87267250	12/13/2016	5260159	8/8/2017
U.S.	THE SUNNY PLUMBER	PHOENIX PEACH, LLC	87267246	12/13/2016	5260157	8/8/2017
U.S.	REJUUVENATION!	PHOENIX PEACH, LLC	87147476	8/23/2016	5325983	10/31/2017
U.S.		PHOENIX PEACH, LLC	87147465	10/23/2016	5180635	4/11/2017
U.S.		PHOENIX PEACH, LLC	86762589	9/21/2015	5016202	8/9/2016
U.S.	THE SUNNY PLUMBER	PHOENIX PEACH, LLC	85933717	5/16/2013	4458879	12/31/2013
U.S.	GOETTL EFFICIENT ATTIC SYSTEMS SINCE 1939	PHOENIX PEACH, LLC	85402639	8/19/2011	4141811	5/15/2012
U.S.	GOTTA GETTA GOETTL!	PHOENIX PEACH, LLC	85402600	8/19/2011	4121810	4/3/2012
U.S.	SINCE 1939 GOETTL AIR CONDITIONING GOTTAGETTA GOETTL!	PHOENIX PEACH, LLC	85402582	8/19/2011	4141810	5/15/2012
U.S.	SINCE 1939 GOETTL AIR CONDITIONING	PHOENIX PEACH, LLC	85402506	8/19/2011	4138174	5/8/2012
U.S.		PHOENIX PEACH, LLC	85937013	5/20/2013	4455001	12/24/2013
U.S.	GOETTL GOOD GUYS AIR CONDITIONING REPAIRMEN	PHOENIX PEACH, LLC	85937196	5/20/2013	4459080	12/31/2013
U.S.	THE SUNNY PLUMBER BRIGHT & SHINY REPAIRMEN	PHOENIX PEACH, LLC	85936741	5/20/2013	4459054	12/31/2013

JURISDICTION	MARK	OWNER	APP. NO.	APP. DATE	REG. NO. / FILE NO.	REG. DATE
U.S.	GOETTL GOOD GUYS	PHOENIX PEACH, LLC	85925189	5/7/2013	4454548	12/24/2013
U.S.	GOETTL AIR CONDITIONING	PHOENIX PEACH, LLC	77486175	5/29/2008	3649688	7/7/2009
U.S.	SINCE 1939 GOETTL AIR CONDITIONING	PHOENIX PEACH, LLC	86754161	9/11/2015	5011314	8/2/2016
U.S.	HONEYBEE	LAS VEGAS PEACH, LLC	86446729	11/6/2014	4805503	9/1/2015
U.S.	HONEYBEE AC	LAS VEGAS PEACH, LLC	86552157	3/3/2015	4835848	10/20/2015
U.S.		LAS VEGAS PEACH, LLC	86446751	11/6/2014	4805504	9/1/2015
U.S.	BEE COOL. BEE GREEN. BEE HAPPY.	LAS VEGAS PEACH, LLC	86446757	11/6/2014	4805505	9/1/2015
U.S.	DUTTON PLUMBING ROOTER	DUTTON HOME SERVICES, LLC	88091837	8/24/2018	5753672	5/14/2019
U.S.	DUTTON PLUMBING, INC.	DUTTON HOME SERVICES, LLC	88092045	8/24/2018	5837884	8/20/2019
U.S.	THE PLUMBER YOU'D SEND TO YOUR MOM'S HOUSE	DUTTON HOME SERVICES, LLC	85894245	4/3/2013	4614568	9/30/2014
State - Arizona	GOETTL AIR CONDITIONING & PLUMBING	PHOENIX PEACH, LLC	-	-	9097900	6/29/2015 (Initial)
State - Arizona	DESERT VALLEY MECHANICAL	PHOENIX PEACH, LLC	-	-	598357	3/8/2019 (Initial)
State - Arizona		PHOENIX PEACH, LLC	-	-	558520	10/31/2012 (Initial)
State - Arizona	GOETTL GOOD GUYS AIR CONDITIONING	PHOENIX PEACH, LLC	-	-	9055241	3/22/2018 (Initial)