

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STI Holding Company		04/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Collateral Agent		
Street Address:	299 Park Avenue		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3934545	SERVICE TODAY WE MAKE IT RIGHT...RIGHT N	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	065093-0017		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	04/26/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 26, 2022, (this “Agreement”), among LEN THE PLUMBER, LLC, a Delaware limited liability company, LTP NEFFSVILLE, LLC, a Delaware limited liability company, STI HOLDING COMPANY, a Delaware corporation, and PRECISION AIR OF GEORGIA, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) and Crescent Agency Services LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of April 26, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement, dated as of April 26, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Mario Purchaser, LLC, a Delaware limited liability company (the “Borrower”), Mario Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto, and Crescent Agency Services LLC, as administrative agent and collateral agent for the Lenders, and as lead arranger and bookrunner). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(d) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past, present and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and all proceeds of the foregoing; in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


LEN THE PLUMBER, LLC
LTP NEFFSVILLE, LLC
STI HOLDING COMPANY
PRECISION AIR OF GEORGIA, LLC,
each as a Grantor


By: 
Name: Jeffrey Cooper
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

CRESCENT AGENCY SERVICES LLC,
as Collateral Agent



By: Crescent Capital Group LP, its Managing
Member

By: 
Name: Jonathan Marotta
Title: Managing Director

By: 
Name: Ryan Stanley
Title: Senior Vice President

SCHEDULE I

U.S. Federal Trademark Registrations

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
LEN THE PLUMBER	88786329	February 5, 2020	6,669,255	March 15, 2022	Len the Plumber, LLC
Drain Shark	85943056	May 27, 2013	4,526,995	May 6, 2014	LTP Neffsville, LLC
Service Today We Make It Right . . . Right Now 	85098335	August 2, 2010	3,934,545	March 22, 2011	STI Holding Company
CANADY'S	88752293	January 9, 2020	6,128,921	August 18, 2020	Precision Air of Georgia, LLC
	88752883	January 9, 2020	6,107,314	July 21, 2020	Precision Air of Georgia, LLC