

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI Plumbing, Heating & Cooling, LLC		07/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4845386	DON'T CRY, CALL CPI	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	ruyi.cheng@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0686		
NAME OF SUBMITTER:	Ruyi Cheng		
SIGNATURE:	/Ruyi Cheng/		
DATE SIGNED:	07/22/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of July 22, 2022 is made by each of KB Complete Plumbing & Air Conditioning, LLC, a Delaware limited liability company, Dykstra Heating, Cooling and Plumbing, LLC, a Delaware limited liability company, F.H. Furr Plumbing, Heating & Air Conditioning, Inc., a Virginia corporation, and CPI Plumbing, Heating & Cooling, LLC, a Delaware limited liability company (collectively, the “**Grantors**” and each, a “**Grantor**”) in favor of Antares Capital LP (“**Antares**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 31, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Apex Service Partners Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), Apex Service Partners, LLC, a Delaware limited liability company (“**Borrower**”), the other Persons party thereto that are designated as a Credit Party (as defined therein), Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Guaranty and Security Agreement, dated as of July 31, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Guaranty and Security Agreement**”), in favor of Agent, pursuant to which each Grantor has agreed to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower and 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 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.

2. Notice 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, pursuant to the Guaranty and Security Agreement, 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, including, without limitation, those referred to on Schedule 1 hereto (but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

(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. 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 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

KB COMPLETE PLUMBING & AIR
CONDITIONING, LLC,
as a Grantor

DocuSigned by:
By: Will Matson
DDF0E484624148B
Name: William Matson
Title: Group President

DYKSTRA HEATING, COOLING AND PLUMBING,
LLC,
as a Grantor

DocuSigned by:
By: Will Matson
DDF0E484624148B
Name: William Matson
Title: Group President

F.H. FURR PLUMBING, HEATING & AIR
CONDITIONING, INC.,
as a Grantor

DocuSigned by:
By: Will Matson
DDF0E484624148B
Name: William Matson
Title: Group President

CPI PLUMBING, HEATING & COOLING, LLC,
as a Grantor

DocuSigned by:
By: Will Matson
DDF0E484624148B
Name: William Matson
Title: Group President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 

Name: Brandon Morris
Its: Duly Authorized Signatory

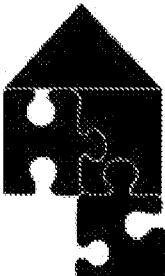

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007798 FRAME: 0945

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner/ Applicant</u>	<u>Title/ Trademark</u>	<u>Jurisdiction</u>	<u>Application/ Registration No.</u>	<u>Filing / Registration Date</u>
KB Complete Plumbing & Air Conditioning, LLC	A COMPANY YOU CAN REFER TO A FRIEND	USA	77890768/ 3821597	December 10, 2009/ July 20, 2010
Dykstra Heating, Cooling and Plumbing, LLC		USA	86474804/ 4785235	December 9, 2014/ August 4, 2015
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.	F.H. FURR	USA	85010510/ 3879647	April 9, 2010/ November 23, 2010
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.	GET A PLUMBER IN YOUR HOME FOR FREE	USA	87881725/ 5617187	April 18, 2018/ November 27, 2018
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.		USA	85010501/ 3889530	April 9, 2010/ December 14, 2010
CPI Plumbing, Heating & Cooling, LLC	“Don` t Cry, Call CPI”	USA	86577122/ 4845386	March 26, 2015/ November 3, 2015