

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sky Heating & Air Conditioning, LLC		09/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as collateral agent		
Street Address:	320 South Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5966385	SKY HEATING & AIR CONDITIONING	
Registration Number:	5966389		
Registration Number:	5966396	SINCE 1979 SKY HEATING & AIR CONDITIONIN	
Registration Number:	5972379	DUCTLESS HEROES	
Registration Number:	5972385		
Registration Number:	6006057	OREGON DUCTLESS HEROES HEATING & AIR CON	
Registration Number:	6584953	AIR STARS	
Registration Number:	6616823		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1785638-0143-S216		
NAME OF SUBMITTER:	Justine Lu		

CH \$215.00 5966385

SIGNATURE:	/Justine Lu/
DATE SIGNED:	09/01/2022
Total Attachments: 6 source=Perfect Air - Second Amendment - Trademark Security Agreement [Executed]#page1.tif source=Perfect Air - Second Amendment - Trademark Security Agreement [Executed]#page2.tif source=Perfect Air - Second Amendment - Trademark Security Agreement [Executed]#page3.tif source=Perfect Air - Second Amendment - Trademark Security Agreement [Executed]#page4.tif source=Perfect Air - Second Amendment - Trademark Security Agreement [Executed]#page5.tif source=Perfect Air - Second Amendment - Trademark Security Agreement [Executed]#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of September 1, 2022, between the signatory hereto (the “Grantor”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of February 28, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SKY HEATING & AIR CONDITIONING, LLC

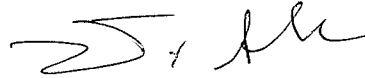
By: 

Name: Jake Meister

Title: Vice President

[Signature Page to IP Security Agreement]

BMO HARRIS BANK N.A.,
as Collateral Agent



By: _____

Name: David Sneddon

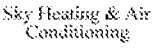




Title: Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007838 FRAME: 0573

SCHEDULE 1


UNITED STATES TRADEMARKS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
 SKY HEATING & AIR CONDITIONING	SKY HEATING & AIR CONDITIONING INC.	88507982	10-JUL-2019	5966385	21-JAN-2020
 Design Only	SKY HEATING & AIR CONDITIONING INC.	88508052	10-JUL-2019	5966389	21-JAN-2020
 SINCE 1979 SKY HEATING & AIR CONDITIONING	SKY HEATING & AIR CONDITIONING INC.	88508140	10-JUL-2019	5966396	21-JAN-2020
DUCTLESS HEROES	SKY HEATING & AIR CONDITIONING INC. ¹	88510269	11-JUL-2019	5972379	28-JAN-2020
 [Design]	SKY HEATING & AIR CONDITIONING INC. ²	88510514	11-JUL-2019	5972385	28-JAN-2020
 OREGON DUCTLESS HEROES HEATING & AIR CONDITIONING	SKY HEATING & AIR CONDITIONING INC. ³	88510449	11-JUL-2019	6006057	10-MAR-2020

¹ Assigned from Travis Smith to the Company pursuant to that certain Trademark Assignment dated July 20, 2022, which was filed with the United States Patent and Trademark Office on July 20, 2022.

² Assigned from Travis Smith to the Company pursuant to that certain Trademark Assignment dated July 20, 2022, which was filed with the United States Patent and Trademark Office on July 20, 2022.

³ Assigned from Travis Smith to the Company pursuant to that certain Trademark Assignment dated July 20, 2022, which was filed with the United States Patent and Trademark Office on July 20, 2022.

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
 AIR STARS	SKY HEATING & AIR CONDITIONING INC. ⁴	90372965	10-DEC-2020	6584953	07-DEC-2021
[Design only]	SKY HEATING & AIR CONDITIONING INC. ⁵	90383455	15-DEC-2020	6616823	11-JAN-2022

⁴ Assigned from Clean Energy Comfort, Inc., an Oregon corporation, to the Company pursuant to that certain Trademark Assignment dated July 20, 2022, which was filed with the United States Patent and Trademark Office on July 20, 2022.

⁵ Assigned from Clean Energy Comfort, Inc., an Oregon corporation, to the Company pursuant to that certain Trademark Assignment dated July 20, 2022, which was filed with the United States Patent and Trademark Office on July 20, 2022.