

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM770417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENGINEERING EXCELLENCE NATIONAL ACCOUNTS, LLC		11/23/2022	Limited Liability Company: OHIO
SERVICE EXPERTS LLC		11/23/2022	Limited Liability Company: DELAWARE
GO SOLAR POWER LLC		11/23/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	THE TORONTO-DOMINION BANK, as Collateral Agent		
Street Address:	66 Wellington Street West, 9th Floor		
Internal Address:	TD Bank Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4750583	ENGINEERING EXCELLENCE	
Registration Number:	5487393	GO SOLAR	
Registration Number:	5681255		
Registration Number:	6479722	SERVICE EXPERTS ADVANTAGE PROGRAM	
Registration Number:	5699085	SERVICE EXPERTS ADVANTAGE PROGRAM	
Registration Number:	4691785	ADMIRAL PLUMBING SERVICES	
Registration Number:	4555769	THE PINK PLUMBER	
Registration Number:	4103219		
Registration Number:	4119664	EXPERT SERVICE GUARANTEED	
Registration Number:	4103220	SERVICE EXPERTS HEATING & AIR CONDITIONI	
Registration Number:	4103218	SERVICE EXPERTS HEATING & AIR CONDITIONI	
Registration Number:	4322904	SERVICE EXPERTS HEATING & AIR CONDITIONI	
Registration Number:	4085251		

CH \$690.00 4750583

Property Type	Number	Word Mark
Registration Number:	4051746	ARAMENDIA
Registration Number:	4433219	EXPERT CASH
Registration Number:	3665780	PLUS
Registration Number:	3665779	PLATINUM PLUS
Registration Number:	3084332	RESPECT FOR YOU & YOUR HOME
Registration Number:	3084331	DAYTIME NIGHTTIME ON-TIME
Registration Number:	3087103	ALWAYS EASY TO WORK WITH
Registration Number:	3087102	QUALITY SERVICE EVERY VISIT
Registration Number:	3182270	NATE-CERTIFIED PROFESSIONAL TECHS
Registration Number:	2964842	HOME HEALTH
Registration Number:	1979318	SERVICE EXPERTS
Serial Number:	97604620	ZEUS SOLAR
Serial Number:	90871161	SUNNY SPARKLES
Serial Number:	90871174	SAVE MONEY WITH SUNNY

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	23585.00031
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/28/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 23, 2022 (this “Agreement”), by the signatories hereto (each a “Grantor”, and together the “Grantors”) in favor of THE TORONTO-DOMINION BANK, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Collateral Agreement dated as of November 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantors agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantors’ right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” or an accepted filing of an “Amendment to Allege to Use” whereby such intent-to-use application is converted to a “use in commerce” application with respect thereto, as applicable, together with (a) all renewals or extensions thereof, (b) any and all goodwill associated with, connected with the use of or symbolized by any of the foregoing, (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (d) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Grantors from their obligations and/or release of the Trademark Collateral under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with applicable Requirement of 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) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.


SECTION 6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.


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


**ENGINEERING EXCELLENCE NATIONAL
ACCOUNTS, LLC, as Grantor**

By: 
Name: Michael Lee
Title: Chief Financial Officer

SERVICE EXPERTS LLC, as Grantor

By: 
Name: Michael Lee
Title: Chief Financial Officer

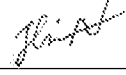
GO SOLAR POWER LLC, as Grantor

By: 
Name: Michael Lee
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

THE TORONTO-DOMINION BANK,
as Collateral Agent

By:



Name: Neda Heidarpour
Title: Vice President, Loan Syndications - Agency

TRADEMARK COLLATERAL

Owner	Trademark	Registration Number (Application Number)
ENGINEERING EXCELLENCE NATIONAL ACCOUNTS, LLC	ENGINEERING EXCELLENCE	4750583
Go Solar Power, LLC	ZEUS SOLAR	(97604620)
Go Solar Power, LLC	SUNNY SPARKLES	(90871161)
Go Solar Power, LLC	SAVE MONEY WITH SUNNY	(90871174)
Go Solar Power, LLC	GO SOLAR	5487393
Go Solar Power, LLC	Logo	5681255
Service Experts LLC	SERVICE EXPERTS ADVANTAGE PROGRAM	6479722
Service Experts LLC	SERVICE EXPERTS ADVANTAGE PROGRAM	5699085
Service Experts LLC	ADMIRAL PLUMBING SERVICES	4691785
Service Experts LLC	THE PINK PLUMBER	4555769
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Service Experts LLC	ARAMENDIA	4051746
Service Experts LLC	EXPERT CASH	4433219
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Service Experts LLC	RESPECT FOR YOU & YOUR HOME	3084332
Service Experts LLC	DAYTIME NIGHTTIME ON-TIME	3084331
Service Experts LLC	ALWAYS EASY TO WORK WITH	3087103
Service Experts LLC	QUALITY SERVICE EVERY VISIT	3087102
Service Experts LLC	NATE-CERTIFIED PROFESSIONAL TECHS	3182270
Service Experts LLC	HOME HEALTH	2964842
Service Experts LLC	SERVICE EXPERTS	1979318