

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HomeWorks Services, LLC		01/09/2023	Limited Liability Company: DELAWARE
Comfort Matters, LLC		01/09/2023	Limited Liability Company: DELAWARE
Winters Home Services, LLC		01/09/2023	Limited Liability Company: DELAWARE
Blue Ox Heating & Air LLC		01/09/2023	Limited Liability Company: MINNESOTA
Paul Bunyan Plumbing L.L.C.		01/09/2023	Limited Liability Company: MINNESOTA
Capella Services, LLC		01/09/2023	Limited Liability Company: DELAWARE
A-1 Paradise Plumbing, LLC		01/09/2023	Limited Liability Company: DELAWARE
One Hour Rooter Services, LLC		01/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6244029	WE MAKE YOUR HOME WORK.	
Registration Number:	5690792	COMFORT MATTERS HEATING & COOLING	
Registration Number:	5117141	WINTERS	
Registration Number:	6085328		
Registration Number:	4540338	BLUE OX	
Registration Number:	6044123	PB	
Registration Number:	6536345	CAPELLA AIR CONDITIONING & HEATING	

CH \$290.00 6244029

Property Type	Number	Word Mark
Registration Number:	6207359	PARADISE
Serial Number:	97719874	ANY DRAIN. ANY TIME.
Serial Number:	88573097	PAUL BUNYAN PLUMBING & DRAINS
Serial Number:	88573085	PAUL BUNYAN

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	096939-31450
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/09/2023

Total Attachments: 6

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- source=Project Loadout - Trademark Security Agreement (Executed) 4870-9183-7768 1#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by HomeWorks Services, LLC, a Delaware limited liability company, Comfort Matters, LLC, a Delaware limited liability company, Winters Home Services, LLC, a Delaware limited liability company, Blue Ox Heating & Air LLC, a Minnesota limited liability company, Paul Bunyan Plumbing L.L.C., a Minnesota limited liability company, Capella Services, LLC, a Delaware limited liability company, A-1 Paradise Plumbing, LLC, a Delaware limited liability company and One Hour Rooter Services, LLC, a Delaware limited liability company (each a, “Grantor” and together, the “Grantors”) in favor of Churchill Agency Services LLC, as administrative agent (the “Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, Legacy Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), Legacy Service Partners, LLC, a Delaware limited liability company (the “Company” and, upon consummation of the Closing Date Merger, the “Borrower”), Legacy Midco, Inc., a Delaware corporation (“Holdings”), the Agent, and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of January 9, 2023 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the LC Issuer to issue Letters of Credit and Support Agreement Providers to enter into Support Agreements, upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Guarantee and Collateral Agreement, dated as of January 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in order to induce the Lenders to make Loans, the Issuing Bank to issue Letters of Credit, the Support Agreement Providers to enter into Support Agreements and certain other Secured Parties to make other financial accommodations to the Borrower and the Subsidiary Loan Parties.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than any Excluded Property:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto;
- (b) all Proceeds and products of the foregoing; and

- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other Electronic Transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Grantors shall not raise the use of a facsimile machine or other Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY 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 TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

[Signature Pages Follow]

Acknowledged and agreed:

CHURCHILL AGENCY SERVICES LLC, as Agent

By:

A handwritten signature in black ink, appearing to read 'Mathew Linett', written over a horizontal line.

Name: Mathew Linett



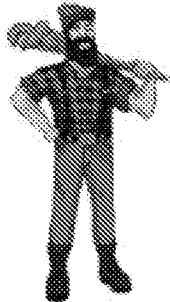

Title: Senior Managing Director


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007941 FRAME: 0732

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No.	Reg. Date	Application No.	App. Date
HomeWorks Services, LLC	WE MAKE YOUR HOME WORK. and Design <i>We make your home work.</i>	6244029	1/12/21	88962412	6/12/20
Comfort Matters, LLC	COMFORT MATTERS HEATING & COOLING and Design 	5690792	3/5/19	88044173	7/19/18
Winter Home Services, LLC	WINTERS	5117141	1/10/17	86808124	11/3/15
Blue Ox Heating & Air LLC		6085328	6/23/20	88708900	11/27/19
Blue Ox Heating & Air LLC	BLUE OX	4540338	7/1/13	85974135	5/27/14
Paul Bunyan Plumbing L.L.C.		6044123	4/28/20	88573103	8/9/19
Paul Bunyan Plumbing L.L.C.		6038858	4/21/20	88573097	8/9/19
Paul Bunyan	PAUL BUNYAN	6038858	4/21/20	88573085	8/9/19

Plumbing L.L.C.					
Capella Services, LLC	CAPELLA AIR CONDITIONING & HEATING	6536345	10/26/21	90420646	12/28/20
A-1 Paradise Plumbing, LLC		6207359	11/24/20	88761302	1/16/20
One Hour Rooter Services, LLC	ANY DRAIN. ANY TIME	--	--	97719874	12/15/22