

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HELP Home Services, LLC		01/17/2023	Limited Liability Company: OHIO
Timo's Air Conditioning & Heating, Inc.		01/17/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4556416	333 HELP	
Registration Number:	5115220	NEVER LATE, 8 - 8	
Registration Number:	4383854	HELP	
Registration Number:	4501083	TIMO'S AIR CONDITIONING & HEATING	
Registration Number:	5890054		
Serial Number:	97632782		
Serial Number:	97632928	TIMO'S	
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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Danielle Gabrieli c/o Fried Frank et al		
Address Line 1:	1 New York Plaza		
Address Line 2:	27th Floor		
Address Line 4:	New York, NEW YORK 10004		

CH \$190.00 4556416

ATTORNEY DOCKET NUMBER:	003142-00005
NAME OF SUBMITTER:	Danielle Gabrieli
SIGNATURE:	/Danielle Gabrieli/
DATE SIGNED:	01/18/2023

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as January 17, 2023, is made by each entity listed in Schedule A, (each, a “**Grantor**”), in favor of Antares Capital LP, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor has executed and delivered that certain Second Lien Security Agreement Supplement, dated as of the date hereof, whereby such Grantor became a party to that certain Second Lien Security Agreement, dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. 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. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the relevant registered and applied for Trademarks set forth on Schedule B attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

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

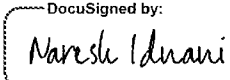
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

**HELP HOME SERVICES, LLC
TIMO'S AIR CONDITIONING & HEATING,
INC.**

By: 
Name: Naresh Idnani
Title: Chief Financial Officer

Accepted and Agreed:

Antares Capital LP, as Collateral Agent

Beth L Troyer

By: _____

Name: Beth Troyer

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK AGREEMENT]

TRADEMARK
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SCHEDULE A

GRANTORS

Grantor	Type of Organization	Jurisdiction
HELP Home Services, LLC.	Limited liability company	Ohio
Timo's Air Conditioning & Heating, Inc.	Corporation	California

SCHEDULE B

TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner	Jurisdiction
333 HELP	85591464	April 6, 2012	4556416	June 24, 2014	HELP Home Services, LLC ¹	Ohio
NEVER LATE, 8 – 8	86599255	April 16, 2025	5115220	January 3, 2017	HELP Home Services, LLC ²	Ohio
	85816988	January 7, 2013	4383854	August 13, 2013	HELP Home Services, LLC ³	Ohio
	86015921	July 22, 2013	4501083	March 25, 2014	Timo's Air Conditioning & Heating, Inc.	California
	88376002	April 8, 2019	5890054	October 22, 2019	Timo's Air Conditioning & Heating, Inc.	California
	97632782	October 14, 2022	N/A	N/A	Timo's Air Conditioning & Heating, Inc.	California
	97632928	October 14, 2022	N/A	N/A	Timo's Air Conditioning &	California

¹ Thompson Heating Corporation is former name of HELP Home Services, LLC.

² Thompson Heating Corporation is former name of HELP Home Services, LLC.

³ Thompson Heating Corporation is former name of HELP Home Services, LLC.

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner	Jurisdiction
					Heating, Inc.	

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TRADEMARK

RECORDED: 01/18/2023

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