

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM793934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kore Refrigeration, LLC		08/31/2022	Limited Liability Company: UTAH
Woodlands Mechanical Group, LLC		08/31/2022	Limited Liability Company: TEXAS
Pro Plus Services of New York, LLC		08/31/2022	Limited Liability Company:
Custom Cooling of California, LLC		08/31/2022	Limited Liability Company: CALIFORNIA
Pro-Tek Services of NY, LLC		08/31/2022	Limited Liability Company: NEW YORK
Metro Tech Service, LLC		08/31/2022	Limited Liability Company: DELAWARE
Metro Tech Holdings, LLC		08/31/2022	Limited Liability Company: DELAWARE
Merit Energy, LLC		08/31/2022	Limited Liability Company: ARIZONA
North Town Home Services, LLC		08/31/2022	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6742410	CUSTOM COOLING	
<b>Registration Number:</b>	6561280	KORE	
<b>Registration Number:</b>	6561286	KORE	
<b>Registration Number:</b>	6682756	DEGREEONE	
<b>Registration Number:</b>	5916686	DEGREEONE	

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Property Type	Number	Word Mark
Registration Number:	4248241	METROTECH
Registration Number:	6567358	NORTH TOWN HOME SERVICES
Registration Number:	6573854	NORTH TOWN HOME SERVICES
Registration Number:	6715788	PRO-TEK
Registration Number:	6750129	CORE
Registration Number:	6750130	CORE
Serial Number:	90463458	PRO-PLUS

**CORRESPONDENCE DATA**

Fax Number: 3129939767

*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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0510
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	03/13/2023

**Total Attachments: 6**

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source=Antares\_CMS - Trademark Security Agreement (Metro Tech Joinder) \_Executed\_(134959740.1)#page6.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 31, 2022 (this “**Trademark Security Agreement**”), is made by each of the signatories hereto (each, a “**Grantor**”, and collectively, the “**Grantors**”) in favor of Antares Capital LP, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of the November 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Ares Holdings, LLC, a Florida limited liability company (the “**Borrower**”), the Lenders party thereto from time to time and the Agent.

### WITNESSETH:

WHEREAS, the Grantors are party to that certain Joinder to Guarantee and Collateral Agreement (the “**Joinder**”), dated as of August 31, 2022 herewith, by the Grantors for the benefit of the Agent, which modifies that certain Guarantee and Collateral Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by the Joinder, the “**Guarantee and Collateral Agreement**”), dated as of November 18, 2020, by and among Borrower, CMS Group Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for good and valuable consideration, each of the Grantors hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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 facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document 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. No party hereto shall 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 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

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

**GRANTORS:**

**CUSTOM COOLING OF CALIFORNIA, LLC  
MERIT ENERGY, LLC  
KORE REFRIGERATION, LLC  
METRO TECH HOLDINGS, LLC**

By: John Gelp  
Name: John Gelp  
Title: Chief Executive Officer and President

**METRO TECH SERVICE, LLC  
NORTH TOWN HOME SERVICES, LLC**

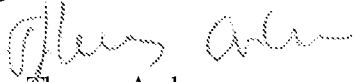
By: John Gelp  
Name: John Gelp  
Title: Chief Executive Officer

**PRO PLUS SERVICES OF NY, LLC  
PRO-TEK SERVICES OF NY, LLC  
WOODLANDS MECHANICAL GROUP, LLC**

By: John Gelp  
Name: John Gelp  
Title: President

AGREED AND ACCEPTED  
as of the date first written above:



ANTARES CAPITAL LP,  
as Agent

By:   
Name: Thomas Archer  
Title: Duly Authorized Signatory

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS**

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No./Date</u>	<u>Reg. No./Date</u>	<u>Class</u>	<u>Status</u>	<u>Owner</u>
CUSTOM COOLING 	USA	90463614 13-JAN-2021	6742410 31-MAY-2022	37	Registered	CUSTOM COOLING OF CALIFORNIA, LLC
CUSTOM COOLING	USA / Arizona	--	570060 16-APR-2013	--	Registered	MERIT ENERGY, LLC
KORE	USA	90463702 13-JAN-2021	6561280 16-NOV-2021	37	Registered	KORE REFRIGERATION, LLC
KORE KORE	USA	90463732 13-JAN-2021	6561286 16-NOV-2021	37	Registered	KORE REFRIGERATION, LLC
DEGREEONE 	USA	90464367 13-JAN-2021	6682756 29-MAR-2022	37	Registered	METRO TECH HOLDINGS, LLC
DEGREEONE	USA	88290996 06-FEB-2019	5916686 19-NOV-2019	37 42	Registered	METRO TECH HOLDINGS, LLC
METROTECH 	USA	85190618 03-DEC-2010	4248241 27-NOV-2012	37	Registered	METRO TECH SERVICE, LLC
NORTH TOWN HOME SERVICES	USA	90466161 14-JAN-2021	6567358 23-NOV-2021	37	Registered	NORTH TOWN HOME SERVICES, LLC
NORTH TOWN HOME SERVICES 	USA	90466219 14-JAN-2021	6573854 30-NOV-2021	37	Registered	NORTH TOWN HOME SERVICES, LLC
PRO-PLUS 	USA	90463458 13-JAN-2021	--	37	Pending	PRO PLUS SERVICES OF NY, LLC
PRO-TEK 	USA	90489059 26-JAN-2021	6715788 03-MAY-2022	37	Registered	PRO-TEK SERVICES OF NY, LLC
CORE	USA	90464241 13-JAN-	6750129 07-JUN-	37	Registered	WOODLANDS MECHANICAL

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No./Date</u>	<u>Reg. No./Date</u>	<u>Class</u>	<u>Status</u>	<u>Owner</u>
		<u>2021</u>	<u>2022</u>			<u>GROUP, LLC</u>
<u>CORE</u> 	<u>USA</u>	<u>90464301</u> <u>13-JAN-</u> <u>2021</u>	<u>6750130</u> <u>07-JUN-</u> <u>2022</u>	<u>37</u>	<u>Registered</u>	<u>WOODLANDS</u> <u>MECHANICAL</u> <u>GROUP, LLC</u>
<u>WOODLANDS</u> <u>MECHANICAL</u> <u>GROUP</u> 	<u>State</u> <u>Texas</u>	<u>801719638</u> <u>18-APR-</u> <u>2013</u>	<u>801719638</u> <u>18-APR-</u> <u>2013</u>	<u>35</u>	<u>Registered</u> <u>(TX)</u>	<u>WOODLANDS</u> <u>MECHANICAL</u> <u>GROUP LLC</u>
<u>DEGREEONE</u>	<u>Canada</u>	<u>1973001</u> <u>27-JUN-</u> <u>2019</u>	<u>--</u>	<u>37 42</u>	<u>Pending</u>	<u>Metro Tech</u> <u>Holdings, LLC</u>