

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLORIDA COASTAL HVAC ACQUISITION, INC.		04/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB BANK, N.A.		
Street Address:	2 South Broadway		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5328382	CCC CERTIFIED CLIMATE CONTROL CERTIFIED	
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:	8165724627		
Email:	uspt@polsinelli.com, jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	057513-742697		
NAME OF SUBMITTER:	Joy Willard, Paralegal		
SIGNATURE:	/Joy Willard/		
DATE SIGNED:	04/20/2023		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this “**Assignment**”), dated as of April 19, 2023 made by **FLORIDA COASTAL HVAC ACQUISITION, INC.**, a Delaware corporation, with a place of business at 35 Mercer Street, Unit 4E, New York, NY 10013 (“**Assignor**”), for the benefit of **UMB BANK, N.A.**, a national banking association, with a place of business at 2 South Broadway, St. Louis, MO 63102 (“**Lender**”).

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the “**Trademarks**”); and

WHEREAS, Assignor (as joined thereto pursuant to a First Amendment and Joinder Agreement), TSWT Acquisition, Inc., Hopkins Air Holdings, LLC and Lender are parties to that certain Loan and Security Agreement, dated as of December 15, 2022, as amended by that certain First Amendment and Joinder Agreement (the “**First Amendment**”) dated as of even date herewith (as amended, restated, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor’s property and assets, including the Trademarks and the goodwill associated therewith to secure the performance of the Obligations and that certain Guaranty Agreement executed by Guarantor (the “**Secured Obligations**”); and

WHEREAS, it was a condition precedent to the Lender’s entry into the First Amendment that Assignor shall have executed and delivered this Assignment; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby agrees as follows:

1. Grant of Security Interest; Assignment of Trademarks. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Assignor, hereby grants to the Lender, its successors and permitted assigns, a security interest in all of the Assignor’s right, title and interest in, to and under all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Assignor (collectively, the “**IP Collateral**”) and hereby assigns the IP Collateral to the Lender with all rights of ownership and dominion appurtenant thereto for such time as the Loan Agreement shall be in effect and until the Secured Obligations are paid in full:

i. all trademark, service marks, certification marks, trade names registrations and applications for trademark (“**Trademark**”) registration in the PTO listed on Schedule I hereto;

ii. all proceeds as defined in Article 9 of the UCC, and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Lender’s lien made in the USPTO, or other registry office in any other jurisdiction), this Assignment shall not constitute a grant of a security interest in any trademark applications filed in the USPTO on the basis of the Assignor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

2. Recordation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the USPTO. The Assignor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Assignment. The Assignor further authorizes Lender to take whatever acts or actions it shall deem reasonable and necessary to perfect the assignment of the IP Collateral.

3. Power of attorney. Assignor appoints Lender as its attorney-in-fact, with full power of substitution, without notice to or assent by Assignor, in its own name or in Assignor’s name, in Assignor’s place and stead,

i. to file any documents with the PTO that Lender reasonably deems appropriate in connection with the perfection, protection, priority, or enforcement of the security interest,

ii. to take any reasonable actions required of Assignor under this Assignment that Assignor fails or is unable to take in a timely manner upon prior written notice to Assignor (unless an Event of Default exists and in such event, no prior written notice shall be required), and

iii. while an Event of Default exists, to take any actions that Lender deems reasonable and appropriate:

4. Event of Default. While an Event of Default exists, Lender may take any appropriate actions to enforce, collect, protect the value of, or dispose of IP Collateral to the extent permitted by applicable law. Such actions may include:

i. taking possession of any tangible IP Collateral, and entering premises where such IP Collateral is located upon reasonable prior notice to effect such possession,

ii. preparing and advertising IP Collateral for sale, lease, license, or other disposition,

iii. disposing of any IP Collateral by public or private sale, lease, license, or other disposition, at Lender's offices or elsewhere, at such prices as Lender deems acceptable, for cash or on credit, without assumption of any credit risk; provided that Lender shall give Assignor at least five (5) Business Days prior notice of the time and place of any public sale of IP Collateral or of the time of any private sale or other intended disposition of IP Collateral,

iv. to the extent possible granting licenses and sublicenses in any IP Collateral to third parties, on an exclusive or nonexclusive basis, on such terms and conditions and in such manner as Lender may reasonably determine, with such licenses or sublicenses as are lawfully granted by Lender (or by Assignor by means of Lender's power of attorney) surviving as direct licenses or sublicenses of Assignor when the Event of Default no longer exists,

5. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri without regard to conflict of laws principles that would result in the application of any law other than the law of the State of Missouri.

6. Filing and Recordation. Lender is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Lender may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

FLORIDA COASTAL HVAC ACQUISITION, INC.,
a Delaware corporation



By: 
Name: Alex Brown
Title: Co-President

Exhibit 1
[Trademarks]

Trademark	U.S. Trademark Registration No.	Registration Date
	5,328,382	Nov. 7, 2017