

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Air Source America, LLC		05/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Administrative 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: 3			
Property Type	Number	Word Mark	
Registration Number:	6700967	BUEHLER AIR CONDITIONING	
Registration Number:	6700528	STAY COOLER WITH BUEHLER	
Registration Number:	6634912	BUEHLER AIR CONDITIONING	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	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		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	05/08/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by Air Source America, LLC, a Delaware limited liability company (the “New Grantor”) 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 entered into that certain 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 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, the New Grantor has entered into that certain Joinder to Guarantee and Collateral Agreement, dated as of the date hereof (the “Joinder Agreement”), in connection with the Credit Agreement and that certain Guarantee and Collateral Agreement dated as of January 9, 2023 among the Grantors party thereto and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), and assumes all the obligations of a Grantor and a Guarantor under the Guarantee and Collateral Agreement and agrees that such New Grantor is a Grantor and a Guarantor and bound as a Grantor and a Guarantor under the terms of the Guarantee and Collateral Agreement, as if it had been an original signatory to the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Joinder Agreement, the New Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the New Grantor, and has 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, the New Grantor agrees as follows:

SECTION 1. Grant of Security. The New Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in all of the New 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 the New Grantor under this Trademark Security Agreement secures the payment of all Obligations of the New 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 the New Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the New 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 the New Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the New Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The New 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 New Grantor 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.

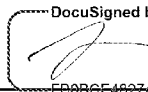
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies 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]

IN WITNESS WHEREOF, the New Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AIR SOURCE AMERICA, LLC,
a Delaware limited liability company

DocuSigned by:


By: _____
Name: Linfu (Frank) Zhang
Title: President, Treasurer, and Secretary


Acknowledged and agreed:

CHURCHILL AGENCY SERVICES LLC, as Agent

By: Justin Zimmer
Name: Justin Zimmer
Title: Principal

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No.	Reg. Date	Application No.	App. Date
Air Source America, LLC (fka Air Source America Inc.)		6700967	4/12/22	90695631	5/7/21
Air Source America, LLC (fka Air Source America Inc.)	STAY COOLER WITH BUEHLER	6700528	4/12/22	90673874	4/27/21
Air Source America, LLC (fka Air Source America Inc.)	BUEHLER AIR CONDITIONING	6634912	2/1/22	90672316	4/26/21