

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trade Up Academy, LLC		06/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97394859	TRADEUP ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0686		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/RHONDA DELEON/		
DATE SIGNED:	06/07/2023		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of June 7, 2023 is made by each of On Time Heating, Cooling, Plumbing & Electrical, LLC, a Delaware limited liability company, Trade Up Academy, LLC, a Delaware limited liability company, West Allis Heating, Cooling, Plumbing & Electrical, LLC, a Delaware limited liability company, M. N. MAUZY MECHANICAL, INC., a California corporation, TRITON AIR, INC., a California corporation, and Call the Bee Heating, Cooling, Plumbing & Electrical, LLC, a Delaware limited liability company (collectively, the “**Grantors**” and each, a “**Grantor**”), in favor of Antares Capital LP (“**Antares**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 31, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Apex Service Partners Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), Apex Service Partners, LLC, a Delaware limited liability company (“**Borrower**”), the other Persons party thereto that are designated as a Credit Party (as defined therein), Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Guaranty and Security Agreement, dated as of July 31, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Guaranty and Security Agreement**”), in favor of Agent, pursuant to which each Grantor has agreed to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Notice of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, pursuant to the Guaranty and Security Agreement, mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

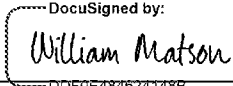
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

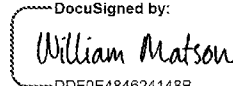
IN WITNESS WHEREOF, each undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

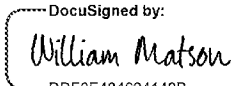
ON TIME HEATING, COOLING, PLUMBING &
ELECTRICAL, LLC
as a Grantor

By: 
Name: William Matson
Title: Group President

TRADE UP ACADEMY, LLC
as a Grantor

By: 
Name: William Matson
Title: President

WEST ALLIS HEATING, COOLING, PLUMBING &
ELECTRICAL, LLC
as a Grantor

By: 
Name: William Matson
Title: Group President

M.N. MAUZY MECHANICAL, INC.
as a Grantor

DocuSigned by:

William Matson

By: _____
DDE0E484624148E

Name: William Matson

Title: Group President or President, as applicable

TRITON AIR, INC.
as a Grantor

DocuSigned by:

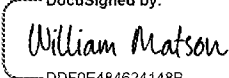
William Matson

By: _____
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Name: William Matson

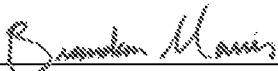
Title: Group President or President, as applicable

CALL THE BEE HEATING, COOLING, PLUMBING &
ELECTRICAL, LLC
as a Grantor

DocuSigned by:

By: _____
Name: William Matson
Title: Group President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 
Name: Brandon Morris
Its: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 008094 FRAME: 0645

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner/ Applicant	Title/ Trademark	Jurisdiction	Serial/ Registration/ Book No.	Filing / Application Date
On Time Heating, Cooling, Plumbing & Electrical, LLC	On Time Heat and Air	US	Serial No. 97435777	05/31/2022
	On Time Logo	US	Serial No. 97436133	05/31/2022
Trade Up Academy, LLC	Trade Up Academy	US	Serial No. 97394859	05/04/2022
West Allis Heating, Cooling, Plumbing & Electrical, LLC	West Allis Heating & Air Conditioning	WI	Registration No. 20230090177	02/03/2023
M. N. MAUZY MECHANICAL, INC.	DESIGN ONLY 	US	Serial No. 87499689 Registration No. 5385228	06/21/2017
M. N. MAUZY MECHANICAL, INC.	MAUZY HEATING AIR SOLAR	US	Serial No. 87499412 Registration No. 5394975	06/21/2017
TRITON AIR, INC.	DESIGN ONLY	US	Serial No. 88539149 Registration No. 5989312	07/26/2019

Owner/ Applicant	Title/ Trademark	Jurisdiction	Serial/ Registration/ Book No.	Filing / Application Date
				
Call the Bee Heating, Cooling, Plumbing & Electrical, LLC	Call the Bee! (Design)	US	Serial No. 97697389	11/30/2022