

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South West Plumbing & Waterheaters, LLC		08/15/2023	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5194421	SOUTH WEST PLUMBING	
Serial Number:	98078038	SOUTH WEST PLUMBING HEATING AIR ELECTRIC	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	057121-0732		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	08/15/2023		
Total Attachments: 5			
source=Ratchet - Trademark Security Agreement - South West Plumbing _ Waterheaters_ LLC (Executed)#page1.tif			
source=Ratchet - Trademark Security Agreement - South West Plumbing _ Waterheaters_ LLC			

CH \$65.00 5194421

(Executed)#page2.tif

source=Ratchet - Trademark Security Agreement - South West Plumbing _ Waterheaters_ LLC

(Executed)#page3.tif

source=Ratchet - Trademark Security Agreement - South West Plumbing _ Waterheaters_ LLC

(Executed)#page4.tif

source=Ratchet - Trademark Security Agreement - South West Plumbing _ Waterheaters_ LLC

(Executed)#page5.tif

NOTICE OF SECURITY INTEREST IN TRADEMARKS dated as of August 15, 2023 (this “Agreement”), among South West Plumbing & Waterheaters, LLC (the “Grantor”) and Antares Capital LP, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of August 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Flint Intermediate, LLC, a Delaware limited liability company (“Holdings”), Ratchet Debt Financing, LLC, a Delaware limited liability company (together with its successors and assigns (including from and after giving effect to the Borrower Merger, Flint OpCo, LLC, a Delaware limited liability company), the “Borrower”), the Lenders from time to time party thereto and the Collateral Agent, as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of August 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, 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 (a) the Trademarks listed on Schedule I, (b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (c) all Proceeds of any of the foregoing, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (d) all other rights, priorities, and privileges arising thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). For the avoidance of doubt, and notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest is granted herein, in any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the

Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the Security Interest in the Trademark Collateral shall be released in accordance with Section 9.15 of the Credit Agreement and Section 5.12 of the Collateral Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOUTH WEST PLUMBING &
WATERHEATERS, LLC

By: Trevor Flannigan
Name: Trevor Flannigan
Title: Chief Executive Officer

ANTARES CAPITAL LP, as Collateral Agent

By: 

Name: Matt McLure

Title: Duly Authorized Signatory

Schedule I

Trademark	Serial No. / Filing Date	Reg. No. / Reg. Date	Owner	Status
SOUTH WEST PLUMBING SOUTH WEST PLUMBING	87041374 18-MAY-2016	5194421 02-MAY-2017	South West Plumbing & Waterheaters, LLC	Registered
SOUTH WEST PLUMBING, HEATING, AIR & ELECTRIC	98078038 10-JUL-2023	-	South West Plumbing & Waterheaters, LLC	Application