

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI Plumbing, Heating & Cooling, LLC		10/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4845386	DON'T CRY, CALL CPI	
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:	12129061216		
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:	040896-0223		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	10/24/2023		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of October 24, 2023 is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Ares Capital Corporation (“*Ares*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Apex Service Partners, LLC, a Delaware limited liability company (the “*Borrower*”), Apex Service Partners Intermediate, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Ares, as administrative agent for the Lenders and Collateral Agent, entered into that certain Senior Secured Credit Agreement, dated as of October 24, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of October 24, 2023, made by the Loan Parties party thereto from time to time, as grantors, to the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising, except for any Excluded Property (the “*Trademark Collateral*”):

- (i) the registered and applied for Trademarks set forth in Schedule A hereto, together with the goodwill symbolized thereby (but, for the avoidance of doubt, excluding any intent-to-use Trademark application prior to the U.S. Patent and Trademark Office’s acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or resulting in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law);

(ii) all reissues, extensions, and renewals of any of the foregoing, and all rights in or pertaining to the foregoing provided by international treaties or conventions;

(iii) any and all claims for damages and injunctive relief, rights to sue at law or equity, for any past, present and future infringement, dilution, misappropriation, violation, misuse, or other impairment with respect to any of the foregoing; and

(iv) all proceeds of the foregoing, including, without limitation, income, royalties and other payments now or hereafter due and/or payable with respect thereto; and

(v) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

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

TRADE UP ACADEMY, LLC

By: 
Name: Daniel Bronson
Title: Group Chief Financial Officer

- AIR AMERICA AIR CONDITIONING & PLUMBING, LLC
- AIR COMFORT SOLUTIONS OKC LLC
- AIR TECHS OF HOUSTON, LLC
- APEX SERVICE PARTNERS, LLC
- ASSURANCE ELECTRICAL, HEATING & COOLING, LLC
- BALL HEATING & COOLING, LLC
- BEST HOME SERVICES OF SW FLORIDA, LLC
- CALL THE BEE HEATING, COOLING, PLUMBING & ELECTRICAL, LLC
- CPI PLUMBING, HEATING & COOLING, LLC
- F.H. FURR PLUMBING, HEATING & AIR CONDITIONING, INC.
- FRANK GAY SERVICES, LLC
- INTEGRITY HOME SOLUTIONS SERVICES, LLC
- KB COMPLETE PLUMBING & AIR CONDITIONING, LLC
- M. N. MAUZY MECHANICAL, INC.
- MOREVENT HEATING, COOLING, PLUMBING & ELECTRICAL, LLC
- ON TIME HEATING, COOLING, PLUMBING & ELECTRICAL, LLC
- PIONEER HEATING, COOLING, ELECTRICAL & PLUMBING, LLC
- PRECISION TODAY HEATING, COOLING & PLUMBING, LLC
- SOUTHERN AIR HOLDCO, LLC
- TRADE UP ACADEMY, LLC
- TRITON AIR, INC.
- WE CARE HEATING & COOLING, LLC
- WILLARD HEATING & COOLING, LLC




By: 
Name: William Matson
Title: Group President



**ACE AIR CONDITIONING OF LA, L.L.C.
BLAZE AIR AND PLUMBING, LLC
BROWN'S AIR CONDITIONING LLC
CHAMPION AC LLC
EFFICIENT SYSTEMS HEATING & COOLING, LLC
SNYDER CO.
SOUTHERN AIR, L.L.C.**



By: 
Name: Daniel Bronson
Title: Group Chief Financial Officer



Schedule A

Trademark Registrations and Applications

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Ace Air Conditioning of LA, L.L.C.	LA state	ACE AIR CONDITIONING	Reg. no. 753789	Reg. date 9/20/2021
Air America Air Conditioning & Plumbing, LLC	US	AIR AMERICA	App. no. 85/308516 Reg. no. 4095721	App. date 4/29/2011 Reg. date 2/7/2012
Air Comfort Solutions OKC LLC	US		App. no. 85/751241 Reg. no. 4332069	App. date 10/11/2012 Reg. date 5/7/2013
Air Comfort Solutions OKC LLC	US	AIR COMFORT SOLUTIONS	App. no. 85/719110 Reg. no. 4324266	App. date 9/2/2012 Reg. date 4/23/2013
Air Techs of Houston, LLC	US	AIR TECH	App. no. 98/013056	App. date 5/25/2023
Apex Service Partners, LLC	US		App. no. 97/778208	App. date 2/2/2023
Apex Service Partners, LLC	US	APEX SERVICE PARTNERS	App. no. 97759646	App. date 1/18/2023
Apex Service Partners, LLC	US		App. no. 97/224885 Reg. no. 6979811	App. date 1/18/2022 Reg. date 2/14/2023



<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Apex Service Partners, LLC	US	YOUR MVP FOR HEATING, AIR, ELECTRICAL, AND PLUMBING!	App. no. 97/223460 Reg. no. 6979637	App. date 1/17/2022 Reg. date 2/14/2023
Apex Service Partners, LLC	US	CHAMPION COMFORT EXPERTS	App. no. 97/223414 Reg. no. 6979632	App. date 1/17/2022 Reg. date 2/14/2023
Apex Service Partners, LLC	US		App. no. 97/223433 Reg. no. 6979633	App. date 1/17/2022 Reg. date 2/14/2023
Apex Service Partners, LLC	US	CHAMPION COMFORT EXPERTS	App. no. 97/223389 Reg. no. 6979630	App. date 1/17/2022 Reg. date 2/14/2023
Assurance Electrical, Heating & Cooling, LLC	US	GENSIZER	App. no. 85/645974 Reg. no. 4288504	App. date 6/7/2012 Reg. date 2/12/2013
Ball Heating & Cooling, LLC	US	BALL HEATING & AIR CONDITIONING	App. no. 90/906834 Reg. no. 6857142	App. date 8/27/2021 Reg. date 9/27/2022
Best Home Services of SW Florida, LLC	US	LIVIN' UP TO THE NAME!	App. no. 88/720959 Reg. no. 6095295	App. date 12/10/2019 Reg. date 7/7/2020
Best Home Services of SW Florida, LLC	US		App. no. 88/105523 Reg. no. 5987424	App. date 9/5/2018 Reg. date 2/18/2020

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Best Home Services of SW Florida, LLC	US	BEST HOME SERVICES	App. no. 88/105532 Reg. no. 5987425	App. date 9/5/2018 Reg. date 2/18/2020
Best Home Services of SW Florida, LLC	US	LIVING UP TO THE NAME	App. no. 88/105532 Reg. no. 6075659	App. date 9/5/2018 Reg. date 6/9/2020
Best Home Services of SW Florida, LLC	US	BEST HOME SERVICES	App. no. 85/894772 Reg. no. 4468050	App. date 4/4/2013 Reg. date 1/14/2014
Best Home Services of SW Florida, LLC	US		App. no. 85/894779 Reg. no. 4504290	App. date 4/4/2013 Reg. date 4/1/2014
Blaze Air and Plumbing, LLC	NC state	BLAZE AIR HEATING & AIR CONDITIONING	Reg. no. 24021	Reg. date 9/7/2021
Brown's Air Conditioning LLC	AL state	BROWNS AIR CONDITIONING & PLUMBING	Reg. no. 129259	Reg. date 8/23/2023
Call The Bee Heating, Cooling, Plumbing & Electrical, LLC	US		App. no. 97/697389	App. date 11/30/2022
Call The Bee Heating, Cooling, Plumbing & Electrical, LLC	US	CALL THE BEE	App. no. 90/897024 Intent to Use	App. date 8/23/2021

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Champion AC LLC	TX state		Reg. no. 801291583	Reg. date 7/20/2010
Champion AC LLC	US	MR. PLUMBER	App no. 97414842	App date 5/17/2022
Champion AC LLC	US	CHAMPION AC	App no. 98011650	App date 5/24/2023
Champion AC LLC	US	CHAMPION AC	App no. 98011650	App date 5/24/2023
CPI Plumbing, Heating & Cooling, LLC	US	DON'T CRY, CALL CPI	App. no. 86/577122 Reg. no. 4845386	App. date 3/26/2015 Reg. date 11/3/2015
Efficient Systems Heating & Cooling, LLC	UT state	EFFICIENT SYSTEMS HEATING & COOLING	Reg. no. 10552803	Reg. date 9/29/2017
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.	US	GET A PLUMBER IN YOUR HOME FOR FREE	App. no. 87/881725 Reg. no. 5617187	App. date 4/18/2018 Reg. date 11/27/2018
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.	US	HEALTHY HOMES, HEALTHY LIVING	App. no. 87/179432 Reg. no. 5199050	App. date 9/22/2016 Reg. date 5/0/2017
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.	US		App. no. 85/010501 Reg. no. 3889530	App. date 4/9/2010 Reg. date 12/14/2010

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.	US	F.H. FURR	App. no. 85/010510 Reg. no. 3879647	App. date 4/9/2010 Reg. date 11/23/2010
F.H. Furr Plumbing, Heating & Air Conditioning, Inc.	US		Reg. no. 5270026	Red. date 8/22/2017
Frank Gay Services, LLC	US	FRANK GAY SERVICES	App. no. 90/298296 Reg. no. 6467593	App. date 11/4/2020 Reg. date 8/31/2021
Integrity Home Solutions Services, LLC	US		App. no. 85/958687 Reg. no. 4655004	App. date 6/13/2013 Reg. date 12/16/2014
Integrity Home Solutions Services, LLC	FL state	INTEGRITY HOME SOLUTIONS	Reg. no. T21000000924	Reg. date 9/3/2021
KB Complete Plumbing & Air Conditioning, LLC	US	A COMPANY YOU CAN REFER TO A FRIEND	App. no. 77/890768 Reg. no. 3821597	App. date 12/20/2009 Reg. date 7/20/2010
M. N. MAUZY MECHANICAL, Inc.	US	MAUZY HEATING AIR SOLAR	App. no. 87/499412 Reg. no. 5394975	App. date 6/21/2017 Reg. date 2/6/2018
M. N. MAUZY MECHANICAL, Inc.	US		App. no. 87/499689 Reg. no. 5385228	App. date 6/21/2017 Reg. date 11/7/2017
MoreVent Heating, Cooling, Plumbing & Electrical, LLC	US	MOREVALUE. MORETRUST. MOREVENT	App. no. 86/105863 Reg. no. 4551278	App. date 10/30/2013 Reg. no. 6/17/2014

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
MoreVent Heating, Cooling, Plumbing & Electrical, LLC	US		App. no. 86/105808 Reg. no. 4591820	App. date 10/30/2013 Reg. date 8/26/2014
On Time Heating, Cooling, Plumbing & Electrical, LLC	US	W. DANLEY	App. no. 98/056013	App. date 6/23/2023
On Time Heating, Cooling, Plumbing & Electrical, LLC	US		App. no. 98/056008	App. date 6/23/2023
On Time Heating, Cooling, Plumbing & Electrical, LLC	US		App. no. 97/436133	App. date 5/21/2022
On Time Heating, Cooling, Plumbing & Electrical, LLC	US	ON TIME HEAT AND AIR	App. no. 97/435777	App. date 5/21/2022
Pioneer Heating, Cooling, Electrical & Plumbing, LLC	US		App. no. 97/630860	App. date 10/13/2022
Pioneer Heating, Cooling, Electrical & Plumbing, LLC	US	BRINGING COMFORT TO YOUR PAD	App. no. 97/630834	App. date 10/13/2022
Precision Today Heating, Cooling & Plumbing, LLC	US	IS TODAY SOON ENOUGH?	App. no. 85/522711 Reg. no. 4198428	App. date 1/23/2012 Reg. no. 8/28/2012
Precision Today Heating, Cooling & Plumbing, LLC	IL state	PRECISION TODAY	Reg. no. 117657	Reg. date 1/27/2023

<u>Trademark Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Snyder Co.	FL state	SNYDER HEATING & AIR CONDITIONING	Reg. no. T21000001015	Reg. date 10/7/2021
Southern Air Holdco, LLC	US	SOUTHERN AIR	App. no. 98/011647	App. date 5/24/2023
Southern Air, L.L.C.	LA state	SOUTHERN AIR HEATING COOLING & PLUMBING	Reg. no. 753794	Reg. date 9/20/2021
Southern Air, L.L.C.	LA state	SOUTHERN AIR HEATING, COOLING & PLUMBING FIXED RIGHT OR IT'S FREE!	Reg. no. 753796	Reg. date 9/20/2021
Trade Up Academy, LLC	US	TRADEUP ACADEMY	App. no. 97/394859 Reg. no. 7084831	App. date 5/4/2022 Reg. date 6/20/2023
TRITON AIR, INC.	US		App. no. 88/539149 Reg. no. 5989312	App. date 7/26/2019 Reg. date 2/18/2020
We Care Heating & Cooling, LLC	US		App. no. 86/806357 Reg. no. 5865023	App. date 11/2/2015 Reg. date 9/24/2019
We Care Heating & Cooling, LLC	US	WE CARE HEATING & AIR	App. no. 86/806335 Reg. no. 5865022	App. date 11/2/2015 Reg. date 9/24/2019
Willard Heating & Cooling, LLC	US	WILLARD AIR CONDITIONING PLUMBING & ELECTRICAL	App. no. 98/011656	App. date 5/24/2023