

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848182

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Precision Today Heating, Cooling & Plumbing, 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: | 4198428 | IS TODAY SOON ENOUGH? | |
| 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:



DocuSigned by:
Daniel Bronson
B8B4AE6220E04AE
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 |