

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856584

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEM PLUMBING & HEATING CO., LLC		11/28/2023	Limited Liability Company: RHODE ISLAND
VICTORY MECHANICAL HOLDINGS, LLC		11/28/2023	Limited Liability Company: D.C.

RECEIVING PARTY DATA

Name:	Barings Finance LLC
Street Address:	300 South Tryon St., Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2927496	RANDOM ACTS OF KINDNESS
Registration Number:	2927497	ON SITE. ON TIME. ON THE MONEY.
Registration Number:	2962917	GEM
Registration Number:	2964689	867-5309
Registration Number:	3388557	
Registration Number:	3506249	GEM
Registration Number:	3744464	GEM ENERGY SOLUTIONS
Registration Number:	3958064	867-5309
Registration Number:	3664594	GEM MAN
Registration Number:	3702603	
Registration Number:	2954435	VICTORY HEATING & AIR CONDITIONING
Registration Number:	5953054	GEM

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 212-969-3000

TRADEMARK

Email: ypan@proskauer.com
Correspondent Name: Jason Finger
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 37564.004

NAME OF SUBMITTER: Jason Finger

SIGNATURE: /Jason Finger/

DATE SIGNED: 11/28/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a Grantor on the signature pages hereto (each, a “**Grantor**”) in favor of Barings Finance LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of November 28, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 4. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 6. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 7. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby (including amendments, waivers or consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, each 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.

GEM PLUMBING & HEATING CO., LLC,
as a Grantor

By: Zachariah Ripps
Name: Zachariah Ripps
Title: Chief Financial Officer

VICTORY MECHANICAL HOLDINGS, LLC,
as a Grantor

By: Zachariah Ripps
Name: Zachariah Ripps
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BARINGS FINANCE LLC,
as Administrative Agent and Collateral Agent

A handwritten signature in black ink, appearing to be 'SK', written over a horizontal line.




By: _____

Name: Stephanie Krebs

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Gem Plumbing & Heating Co., LLC	RANDOM ACTS OF KINDNESS	2927496	02/22/2005
Gem Plumbing & Heating Co., LLC	ON SITE. ON TIME. ON THE MONEY.	2927497	02/22/2005
Gem Plumbing & Heating Co., LLC	GEM	2962917	06/21/2005
Gem Plumbing & Heating Co., LLC	867-5309	2964689	07/05/2005
Gem Plumbing & Heating Co., LLC		3388557	02/26/2008
Gem Plumbing & Heating Co., LLC	GEM	3506249	09/23/2008
Gem Plumbing & Heating Co., LLC	GEM ENERGY SOLUTIONS	3744464	02/02/2010
Gem Plumbing & Heating Co., LLC	867-5309	3958064	05/10/2011
Gem Plumbing & Heating Co., LLC	GEM MAN	3664594	08/04/2008
Gem Plumbing & Heating Co., LLC		3702603	10/27/2009
Victory Mechanical Holdings, LLC	VICTORY HEATING & AIR CONDITIONING	2954435	5/24/2005
Gem Plumbing & Heating Co., LLC		5953054	01/07/2020