

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	1st LIEN Supplemental Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fast of Florida, Inc.		01/26/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC		
Street Address:	100 High Street, 18th FL		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6360341	ONE CALL SOLVES IT ALL!	
Registration Number:	6360340	ACE SOLVES IT ALL.COM	
Registration Number:	6360339	AIR CONDITIONING PLUMBING ELECTRICAL SOL	
Registration Number:	6360338	AIR CONDITIONING PLUMBING ELECTRICAL SOL	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Hyun Seung Suh		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Time Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	22283.076		
NAME OF SUBMITTER:	Hyun Seung Suh		
SIGNATURE:	/Hyun Seung Suh/		
DATE SIGNED:	01/26/2024		

CH \$115.00 6360341

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of January 26, 2024, is made by Fast of Florida, Inc., a Florida corporation (“**Grantor**”) in favor of Crescent Agency Services LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of October 1, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among Southern HVAC Guarantor LLC, a Delaware limited liability company (“**Holdings**”), Southern HVAC Merger Sub LLC, a Delaware limited liability company (“**Merger Sub**”), and upon the consummation of the Closing Date Acquisition, Southern Air & Heat Holdings, LLC, a Delaware limited liability company (the “**Closing Date Target**”), as the surviving entity pursuant to the Closing Date Acquisition (together with Merger Sub, the “**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor 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 the Borrower thereunder, 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 or the Credit Agreement, as applicable.
2. Grant of Security Interest in Trademark Collateral. 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 of Grantor, hereby 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 Grantor (the “**Trademark Collateral**”):
 - (a) all of its Trademarks referred to on Schedule 1 hereto;
 - (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 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. Notwithstanding anything herein to the contrary, Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements 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.
7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents..

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

FAST OF FLORIDA, INC., a Florida corporation, as
Grantor

By: Bryan D. Benak

Name: Bryan Benak

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (11.)]

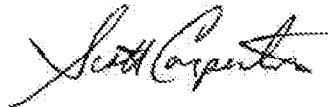
TRADEMARK

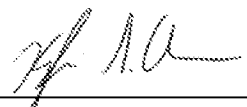
REEL: 008329 FRAME: 0538

ACCEPTED AND AGREED
as of the date first above written:

CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP, its Managing Member

By: 
Name: Scott Carpenter
Title: Managing Director

By: 
Name: Kyle Anderson
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<i>Mark</i>	<i>Filing Date</i>	<i>Serial Number</i>	<i>Registration Date</i>	<i>Registration Number</i>	<i>Owner of Record</i>	<i>Country</i>
	August 13, 2020	90112431	May 25, 2021	6360341	CRD Electrical Service LLC	United States of America
	August 13, 2020	90112354	May 25, 2021	6360340	CRD Electrical Service LLC	United States of America
	August 13, 2020	90112249	May 25, 2021	6360339	CRD Electrical Service LLC	United States of America
	August 13, 2020	90111881	May 25, 2021	6360338	CRD Electrical Service LLC	United States of America