

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871684

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

CH \$115.00 6360341

**Total Attachments: 5**

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source=SHVAC - 2L Supplemental Trademark Security Agreement (Florida)#page5.tif

This Agreement is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Subordination and Intercreditor Agreement dated as of October 1, 2021, by and among CRESCENT AGENCY SERVICES LLC, as administrative agent for the Senior Lenders (as defined therein), CRESCENT AGENCY SERVICES LLC, as Subordinated Agent, the Subordinated Lenders (as defined therein), Southern HVAC Merger Sub LLC ("Merger Sub"), and upon the consummation of the Closing Date Acquisition (as defined in the Senior Credit Agreement), Southern Air & Heat Holdings, LLC, as the surviving entity pursuant to the Closing Date Acquisition (together with Merger Sub, the "Borrower"), Southern HVAC Guarantor LLC ("Holdings") and each other obligor thereunder, as the same may be amended, modified, restated or supplemented from time to time (the "First Lien Intercreditor Agreement"), to the extent, and in the manner provided in the First Lien Intercreditor Agreement.

### 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 collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to that certain Second 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, the Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, the 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 and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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. The 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 the Agent for the benefit of the Secured Parties, and grants to the 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 the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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, the 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.
  8. **Intercreditor Agreement Controls.** Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent hereunder pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement, and the exercise of any rights or remedy by the Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the First Lien Intercreditor Agreement shall control.

[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

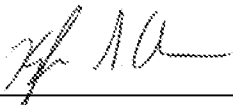
[Signature Page to Trademark Security Agreement (2L.)]

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 |