

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORIZON SERVICES WEST FLORIDA, LLC		02/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE OWL CAPITAL CORPORATION (f/k/a Owl Rock Capital Corporation), as Collateral Agent		
Street Address:	399 PARK AVENUE, 38TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5104945		
Registration Number:	5104946		
Registration Number:	6803662	EXPECT COMFORT	
Registration Number:	5838873	HONK IF YOU'RE HOT!	
Registration Number:	5122362	IERNA'S HEATING & COOLING	
Registration Number:	4880484	MR. AC COOLING & HEATING	
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:	212.969.4045		
Email:	trademark@proskauer.com		
Correspondent Name:	Kathryn Hobbis		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	56013.036		
NAME OF SUBMITTER:	Kathryn Hobbis		

CH \$165.00 5104945

SIGNATURE:	/Kathryn Hobbis/
DATE SIGNED:	02/01/2024
Total Attachments: 5 source=Horizon - Trademark Security Agreement (Horizon Services West Florida LLC) (Q1 2024 Joinder) (Executed)#page1.tif source=Horizon - Trademark Security Agreement (Horizon Services West Florida LLC) (Q1 2024 Joinder) (Executed)#page2.tif source=Horizon - Trademark Security Agreement (Horizon Services West Florida LLC) (Q1 2024 Joinder) (Executed)#page3.tif source=Horizon - Trademark Security Agreement (Horizon Services West Florida LLC) (Q1 2024 Joinder) (Executed)#page4.tif source=Horizon - Trademark Security Agreement (Horizon Services West Florida LLC) (Q1 2024 Joinder) (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 1, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by HORIZON SERVICES WEST FLORIDA, LLC, a Delaware limited liability company (“**Grantor**”) in favor of Blue Owl Capital Corporation (f/k/a Owl Rock Capital Corporation), as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of November 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral 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, Grantor hereby agrees with the Collateral 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

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral 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 any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, 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 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. 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.

SECTION 4. RECORDATION

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

SECTION 5. 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 Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at 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 6. GOVERNING LAW

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

SECTION 7. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

**HORIZON SERVICES WEST FLORIDA,
LLC**, as a Grantor



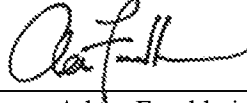
By: _____

Name: David H. Geiger, III

Title: President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BLUE OWL CAPITAL CORPORATION (f/k/a
Owl Rock Capital Corporation),
as Collateral Agent

By: 

Name: Adam Forchheimer

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
HORIZON SERVICES WEST FLORIDA, LLC		Reg. No. 5104945	December 20, 2016
HORIZON SERVICES WEST FLORIDA, LLC		Reg. No. 5104946	December 20, 2016
HORIZON SERVICES WEST FLORIDA, LLC	Expect Comfort Expect Comfort	Reg. No. 6803662	July 26, 2022
HORIZON SERVICES WEST FLORIDA, LLC	HONK IF YOU'RE HOT! HONK IF YOU'RE HOT!	Reg. No. 5838873	August 20, 2019
HORIZON SERVICES WEST FLORIDA, LLC	IERNA'S HEATING & COOLING Ierna's Heating & Cooling	Reg. No. 5122362	January 17, 2017
HORIZON SERVICES WEST FLORIDA, LLC	MR. AC COOLING & HEATING 	Reg. No. 4880484	January 5, 2016