

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newcomb and Company		08/03/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4028327	COMFORT CONTRACTORS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler 17th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Andrea Gniadek		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	08/10/2016		
Total Attachments: 5			
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OP \$40.00 4028327

TRADEMARK COLLATERAL AGREEMENT

This 3rd day of August, 2016, NEWCOMB AND COMPANY, a North Carolina corporation ("*Debtor*") with its principal place of business and mailing address at 3000 Comfort Court, Raleigh, North Carolina 27604, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch, as administrative agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

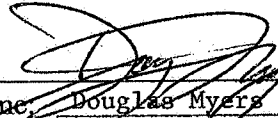
to secure performance of all Obligations of Debtor and certain of its subsidiaries as set out in that certain Fifth Amended and Restated Security Agreement dated as of even date herewith among Debtor, certain of its subsidiaries and Secured Party (such Fifth Amended and Restated Security Agreement, as the same has been or may be amended, modified, supplemented or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEWCOMB AND COMPANY

By 
Name: Douglas Myers
Title: Vice President

BANK OF MONTREAL, as Administrative Agent

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement —
Fifth Amended and Restated Credit Agreement]

TRADEMARK
REEL: 005852 FRAME: 0234

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be
duly executed as of the date and year last above written.

NEWCOMB AND COMPANY

By _____
Name: _____
Title: _____

BANK OF MONTREAL, as Administrative Agent

By John Armstrong
Name: John Armstrong
Title: Managing Director

[Signature Page to Trademark Collateral Agreement —
Fifth Amended and Restated Credit Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE	REG. NO.	REGISTERED
United States	"Your Comfort is Our Business"		02/14/2011	020452	02/14/2011
United States	Comfort Contractors	85/237,569	02/09/2011	4,028,327	09/20/2011