

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Climate Pros, LLC		11/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue,		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3458930		
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:	james.murray@wolterskluwer.com		
Correspondent Name:	Jim Murray		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Corenda R. Lewis		
SIGNATURE:	/Corenda R. Lewis/		
DATE SIGNED:	11/14/2017		
Total Attachments: 6			
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OP \$40.00 3458930

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Climate Pros, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 14, 2017

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

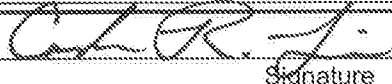
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Corenda R. Lewis

Name of Person Signing

November 14, 2017

Date

Total number of pages including cover sheet, attachments, and document:

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 14, 2017, by the undersigned ("Grantor"), in favor of ALLY BANK, a Utah state-chartered bank, as agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) (subject only to Permitted Encumbrances (as defined in the Loan Agreement)) of Grantor, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks") (subject only to Permitted Encumbrances (as defined in the Loan Agreement)).

3. LOAN AGREEMENT. The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. COUNTERPARTS. This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Climate Pros, LLC

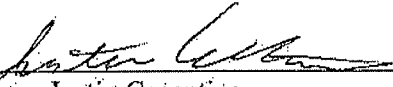
By: 
Name: Todd Ernest
Title: President

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006205 FRAME: 0010

ACCEPTED AND ACKNOWLEDGED BY:


ALLY BANK, as Agent

By: 
Name: Justin Cosentino
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006205 FRAME: 0011

SCHEDULE A
to
GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark	Country	Application No.	Filed	Registration No.	Registration Date	Registered Owner
	United States	77114091	2/22/2007	3,458,930	7/1/2008	Climate Pros, LLC

Schedule A