

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599071

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900566567		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SILA SERVICES, LLC		08/26/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midwest Mezzanine Fund VI SIC, L.P.		
<b>Street Address:</b>	55 W Monroe Street, Suite 3650		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4145933	SILA HEATING & AIR CONDITIONING	
<b>Registration Number:</b>	4620607	SILA HEATING & AIR CONDITIONING	
<b>Registration Number:</b>	4484743		
<b>Registration Number:</b>	6095044	SILA	
<b>Registration Number:</b>	6095045	SILA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	320486-54		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	09/23/2020		

**Total Attachments: 5**

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “Subordination Agreement”) dated as of August 26, 2020 between Midwest Mezzanine Fund VI SBIC, L.P., as subordinated agent, and Varagon Capital Partners Agent, LLC, as senior agent, to the Senior Debt (as defined in the Subordination Agreement), and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2020, is made by SILA SERVICES, LLC, a Delaware limited liability company (“Sila”), as grantor (in such capacity, the “Grantor”), in favor of MIDWEST MEZZANINE FUND VI SBIC, L.P., a Delaware limited partnership (in its individual capacity, “MMF SBIC”), as agent for the Holders (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Note Purchase Agreement, as defined and referred to below) and the other Secured Parties.

#### W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Note Purchase Agreement, dated as of August 26, 2020 (the “Note Purchase Agreement”), by and among ASTAR HOLDINGS LLC, a Delaware limited liability company (“Holdings”), AUCH SERVICES, LLC, a Delaware limited liability company (“Auch” and, together with Sila and each other Person that executes a joinder to the Note Purchase Agreement, the “Companies” and each individually a “Company”), Sila, the other Credit Parties party thereto from time to time, MMF SBIC, as agent for itself and the Holders and the institutions, funds and other entities and Persons signatory hereto (the “Initial Purchasers”), the Initial Purchasers have severally agreed to purchase notes from the Companies upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Companies; and

WHEREAS, the Grantor is 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 Initial Purchasers and Agent to enter into the Note Purchase Agreement and to induce the Initial Purchasers to make their respective note purchases from the Companies thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 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 such Grantor, hereby 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 such Grantor (the “Trademark Collateral”) (which shall not include Excluded Property):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those 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.

Section 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 the 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. Notwithstanding anything to the contrary contained herein or in the Guaranty and Security Agreement, the Trademark Collateral shall not include any Excluded Property.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 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.

Section 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

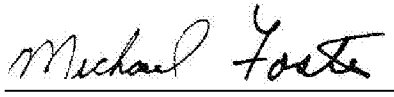
SILA SERVICES, LLC  
as the Grantor

By:   
Name: Thomas Cooperrider  
Title: Vice President and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

MIDWEST MEZZANINE FUND VI SBIC, L.P.,  
as Agent

By: Midwest Mezzanine Management VI SBIC LLC  
Its: General Partner

By:   
Name: Michael Foster  
Title: Senior Managing Director

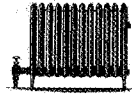


[Sila – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007042 FRAME: 0306**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Source</u>	<u>Word Mark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Sila Services, LLC	USPTO	SILA HEATING & AIR CONDITIONING	4,145,933	May 22, 2012
Sila Services, LLC	USPTO	SILA HEATING & AIR CONDITIONING	4,620,607	Oct. 14, 2014
Sila Services, LLC	USPTO		4,484,743	Feb. 18, 2014
Sila Services, LLC	USPTO		6,095,044	Jul. 07, 2020
Sila Services, LLC	USPTO		6,095,045	Jul. 07, 2020
Sila Services, LLC	State (MD)	SILA HEATING AND AIR CONDITIONING	2011-0133	Aug. 16, 2011
Sila Services, LLC	State (NY)		S21809	Jun. 23, 2011
Sila Services, LLC	State (PA)	SILA HEATING & AIR CONDITIONING	3,341,439	Jun. 23, 2011
Sila Services, LLC	State (MA)	SILA HEATING AND AIR CONDITIONING	73,937	Jun. 22, 2011

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.