CH \$140.00 414593

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM648999

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sila Services, LLC		05/24/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent
Street Address:	299 Park Avenue
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4145933	SILA HEATING & AIR CONDITIONING
Registration Number:	4620607	SILA HEATING & AIR CONDITIONING
Registration Number:	4484743	
Registration Number:	6095044	SILA
Registration Number:	6095045	SILA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	22582.515072
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//

TRADEMARK
REEL: 007303 FRAME: 0783

900618849

DATE SIGNED:	05/24/2021		
Total Attachments: 5			
source=Stallone - Trademark Security Agreement (Execution Version)#page1.tif			
source=Stallone - Trademark Security Agreement (Execution Version)#page2.tif			
source=Stallone - Trademark Security A	greement (Execution Version)#page3.tif		
source=Stallone - Trademark Security A	greement (Execution Version)#page4.tif		
source=Stallone - Trademark Security A	greement (Execution Version)#page5.tif		

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 24, 2021, (the "<u>Trademark Security Agreement</u>") by Sila Services, LLC (the "<u>Grantor</u>"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "<u>Administrative Agent</u>").

$\underline{\mathbf{W}}$ ITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of May 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), NORTH HAVEN STALLONE MIDCO, LLC, a Delaware limited liability company ("Holdings"), NORTH HAVEN STALLONE BUYER, LLC, a Delaware limited liability company (the "Borrower"), the other Guarantors party thereto from time to time and VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent, and each lender from time to time party thereto (collectively, the "Lenders").

WHEREAS, the Grantors are party to a Security Agreement dated as of May 24, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on <u>Schedule I</u> attached hereto.
- SECTION 3. <u>The Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

SILA SERVICES, LLC

Name: John O'Brien

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

VARAGON CAPITAL PARTNERS AGENT,

LLC, as Administrative Agent

By:

Name: Terry Robinson Title: Managing Director

Schedule I Trademark Registrations and Use Applications

Trademarks	Country / State	Registratio n No.	Registration Date	Application No.	Filing Date	Registered Owner
SILA Heating & Air Conditioning	United States	4,145,933	05-22-2012	85,421,368	09-13-2011	Sila Services, LLC
SILA Heating & Air Conditioning	United States	4,620,607	10-14-2014	86,220,629	03-13-2014	Sila Services, LLC
SILA Heating & Air Conditioning (MA)	Massachusetts	73937	06-11-2011	N/A	N/A	Sila Services, LLC
SILA Heating & Air Conditioning (MD)	Maryland	2011-0133	08-16-2011	N/A	N/A	Sila Services, LLC
SILA Heating & Air Conditioning (NY)	New York	S21809	06-03-2011	N/A	N/A	Sila Services, LLC
SILA Heating & Air Conditioning (PA)	Pennsylvania	3341439	06-28-2011	N/A	N/A	Sila Services, LLC
SILA Radiator (Logo)	United States	4,484,743	02-18-2014	86,005,142	07-09-2013	Sila Services, LLC
SILA	United States	6,095,044	07-07-2020	88,716,670	12-05-2019	Sila Services, LLC
SILA	United States	6,095,045	07-07-2020	88,716,687	12-05-2019	Sila Services, LLC

RECORDED: 05/24/2021