

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807132

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arctic Bear Plumbing, Heating & Air, LLC		05/01/2023	Limited Liability Company: NEW YORK
Isaac Heating & Air Conditioning, Inc.		05/01/2023	Corporation: NEW YORK
Pittsburgh Ductless, LLC		05/01/2023	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6063163	ARCTIC BEAR PLUMBING, HEATING, AIR & WAT
Registration Number:	6023220	ISAAC
Registration Number:	6023221	ISAAC HEATING & AIR CONDITIONING
Registration Number:	2838118	ISAAC HEATING & AIR CONDITIONING
Registration Number:	5461081	PITTSBURGH DUCTLESS
Registration Number:	5309587	WHEN YOU NEED US, WE'LL BE THERE.

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9654

Email: ypan@proskauer.com

Correspondent Name: Andrew DeFalco

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

TRADEMARK

REEL: 008062 FRAME: 0489

900769676

CH \$165.00 6063163

ATTORNEY DOCKET NUMBER:	11668-622
NAME OF SUBMITTER:	Andrew DeFalco
SIGNATURE:	/Andrew DeFalco/
DATE SIGNED:	05/01/2023

Total Attachments: 7

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 1, 2023, (this “Agreement”), by Arctic Bear Plumbing, Heating & Air, LLC, a New York limited liability company, Isaac Heating & Air Conditioning, Inc., a New York corporation, and Pittsburgh Ductless, LLC, a Pennsylvania limited liability company, (each, a “Grantor”) in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of May 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of May 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Northwinds Holding, Inc., a Delaware corporation (the “Borrower”), Northwinds Intermediate, Inc., a Delaware corporation (“Holdings”), the Restricted Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Ares Capital Corporation, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto; and
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;
- D. all proceeds of the foregoing.

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Further Assurances. Upon any termination or release of the IP Collateral pursuant to the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, take such actions set forth under Section 7.12 of the Security Agreement in accordance with the terms and conditions set forth therein.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ARCTIC BEAR PLUMBING, HEATING & AIR, LLC
ISAAC HEATING & AIR CONDITIONING, INC.
PITTSBURGH DUCTLESS, LLC

By: 
Name: Harry Carpenter
Title: Chief Executive Officer



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Arctic Bear Plumbing, Heating & Air, LLC	6,063,163	
Isaac Heating & Air Conditioning, Inc.	6023220	ISAAC
Isaac Heating & Air Conditioning, Inc.	6023221	ISAAC HEATING & AIR CONDITIONING
Isaac Heating & Air Conditioning, Inc.	5309587	WHEN YOU NEED US, WE'LL BE THERE
Isaac Heating & Air Conditioning, Inc.	2838118	
Pittsburgh Ductless, LLC	5461081	PITTSBURGH DUCTLESS

TRADEMARK APPLICATIONS

- N/A

SCHEDULE II

PATENTS

- N/A

PATENT APPLICATIONS

- N/A

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Isaac Heating & Air Conditioning, Inc.	VA0000098327	Isaac Heating & Air Conditioning, Inc., Isaac seal of security, protection plan.

COPYRIGHT APPLICATIONS

- N/A