

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI128084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bullseye Legacy LLC		03/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A., as Collateral Agent		
Street Address:	320 S. Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7085732		
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D Grocke		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	073606-0006		
NAME OF SUBMITTER:	Gayle Grocke		
SIGNATURE:	Gayle Grocke		
DATE SIGNED:	03/28/2024		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2024 (this “Agreement”), among UNITED AIR TEMP, AIR CONDITIONING AND HEATING, LLC, a Virginia limited liability company and BULLSEYE LEGACY LLC, a Delaware limited liability company (each, a “Grantor” and, together, the “Grantors”) and BMO BANK N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of March 28, 2024 (the “Credit Agreement”), among LJ FLEX BUYER, LLC, a Delaware limited liability company (the “Initial Borrower”) (which on the Effective Date shall be merged with and into EVEREST AIR AND WATER INVESTMENT, LLC, a Delaware limited liability company, with EVEREST AIR AND WATER INVESTMENT, LLC surviving such merger as, and collectively with the Initial Borrower, the “Borrower”), LJ FLEX HOLDINGS, LLC, a Delaware limited liability company (“Initial Holdings”) (which, on the Effective Date, shall transfer its interests in the Borrower to LJ FLEX MIDCO, LLC, a Delaware limited liability company (“Successor Holdings”), with Successor Holdings continuing as, and together with Initial Holdings, “Holdings”), the LENDERS and ISSUING BANKS party thereto and BMO BANK N.A., as Administrative Agent and Collateral Agent and (b) the Collateral Agreement, dated as of March 28, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. The provisions of Sections 9.06 and 9.19 of the Credit Agreement shall apply herein mutatis mutandis.

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


UNITED AIR TEMP, AIR CONDITIONING AND HEATING, L.L.C. as Grantor

By 
Name: Michael Giordano
Title: Chief Executive Officer

BULLSEYE LEGACY LLC, as Grantor


By 
Name: Michael Giordano
Title: Chief Executive Officer

BMO BANK N.A., as Collateral Agent

By: 

Name: Tyler Bergsten
Title: Vice President

Schedule I

Mark	Application Number	Filing Date	Registration Number	Registration Date	Status	Classes	Current Owner
MEASURING SUCCESS IN DEGREES	88-292301	February 7, 2019	6222617	December 15, 2020	Registered	37	United Air Temp, Air Conditioning and Heating, LLC 6900 Hill Park Dr., Lorton, Virginia 22079
Design Only 	97-401499	May 9, 2022	7085732	June 20, 2023	Registered	37	BULLSEYE LEGACY LLC 440 N. Tamiami Trail, OSPREY, Florida 34229