

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as agent		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Aire Serv LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3169220	ASATS	
Serial Number:	78769967	AIRESTREAM	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	6737-133		
NAME OF SUBMITTER:	Laura Konrath		
SIGNATURE:	/Laura Konrath/		
DATE SIGNED:	08/18/2014		
Total Attachments: 4			
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CH \$65.00 3169220

TRADEMARK

RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to AIRE SERV LLC, formerly known as AIRE SERV HEATING & AIR CONDITIONING, INC., with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on Schedule 1 attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of November 29, 2006 (the "Agreement") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Intellectual Property Collateral, and more particularly, the security interest in the trademark applications and trademark registrations as set forth on Schedule 1 hereto, granted to Agent by the Grantor by the Agreement, which security interest was duly recorded at the United States Patent and Trademark Office.

Executed as of the date first written above.

AIRE SERV LLC
as Grantor

By: Debbie Wright-Hood
Name:
Title: **DEBBIE WRIGHT-HOOD, SECRETARY**

MADISON CAPITAL FUNDING LLC
as Administrative Agent

By: _____
Name: Christopher W. Taylor
Title: Director

CHI:2857931.2

RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to AIRE SERV LLC, formerly known as AIRE SERV HEATING & AIR CONDITIONING, INC., with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on Schedule 1 attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of November 29, 2006 (the "Agreement") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached Schedule 1 hereto.

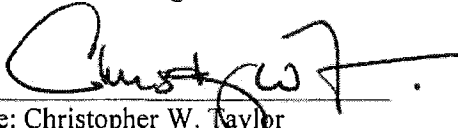
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Executed as of the date first written above.

AIRE SERV LLC
as Grantor

By: _____
Name:
Title:

MADISON CAPITAL FUNDING LLC
as Administrative Agent

By: 
Name: Christopher W. Taylor
Title: Director

CHI:2857931.2

TRADEMARK
REEL: 005346 FRAME: 0898

SCHEDULE 1
(See Attached)

CHI:2857931.2

TRADEMARK
REEL: 005346 FRAME: 0899

AIRE SERV HEATING & AIR CONDITIONING, INC.						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
ASATS	United States	11	76/618582	10/29/04	3169220	11/07/2006
Airestream	United States	16	78/769967	12/09/05	Pending	Pending
Aire Serv	Mexico	9	674426	08/30/04	851024	08/30/04
Aire Serv	Mexico	37	674428	08/30/04	851026	09/17/04
Aire Serv	Mexico	11	674427	08/30/04	851025	08/30/04

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