

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coolray Heating and Cooling, LLC		03/02/2016	LIMITED LIABILITY COMPANY: DELAWARE
Environmental Conditioning, LLC		03/02/2016	LIMITED LIABILITY COMPANY: DELAWARE
New Abacus, LLC		03/02/2016	LIMITED LIABILITY COMPANY: DELAWARE
B. S. & S. Services, Inc.		03/02/2016	CORPORATION: TEXAS

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: 5

Property Type	Number	Word Mark
Registration Number:	4827843	BRITEBOX
Registration Number:	4827842	BRITEBOX
Registration Number:	4216532	
Serial Number:	86744463	123ANYDRAIN
Registration Number:	3840581	BERKEYS

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: trademark@proskauer.com, ypan@proskauer.com

Correspondent Name: Adam D. Siegartel

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

TRADEMARK

ATTORNEY DOCKET NUMBER:	11668-198
NAME OF SUBMITTER:	Adam D. Siegartel
SIGNATURE:	/Adam D. Siegartel/
DATE SIGNED:	03/02/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2016 (this "**Trademark Security Agreement**"), is made by Coolray Heating and Cooling, LLC, a Delaware limited liability company ("**Coolray**"), Environmental Conditioning, LLC, a Delaware limited liability company ("**EC**"), New Abacus, LLC, a Delaware limited liability company ("**New Abacus**") and B. S. & S. Services, Inc., a Texas corporation ("**B.S.&S.**" and, together with Coolray, EC and New Abacus, the "**Grantors**" and each a "**Grantor**"), in favor of Ares Capital Corporation, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the "**Administrative Agent**") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantors, Wrench Group LLC, a Delaware limited liability company limited liability company (the "**Borrower**"), Wrench Group Holdings LLC, a Delaware limited liability company, the other Loan Parties from time to time party thereto, the financial institutions from time to time parties thereto as lenders (the "**Lenders**") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of March 2, 2016 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other Persons, including the Grantors, have entered into the Guaranty and Security Agreement, dated as of March 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Guaranty and Security Agreement**"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees 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**. Each 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 the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**");

- (i) all of its Trademarks referred to on Schedule I hereto.

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 the Administrative Agent pursuant to the Guaranty and Security Agreement,

and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

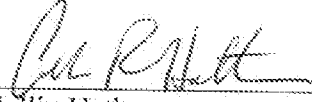
Section 4 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **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.

COOLRAY HEATING AND COOLING, LLC

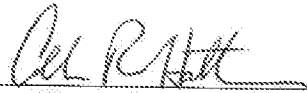
By: 
Name: Collin Hathaway
Title: President and Secretary

[Signature Page to Wrench Group LLC Trademark Security Agreement]

TRADEMARK
REEL: 005744 FRAME: 0225

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.

ENVIRONMENTAL CONDITIONING, LLC

By: 

Name: Collin Hathaway


Title: President and Secretary

[Signature Page to Wrench Group LLC Trademark Security Agreement]

TRADEMARK
REEL: 005744 FRAME: 0226

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.

NEW ABACUS, LLC

By: 

Name: Collin Hathaway

Title: President and Secretary

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.

B. S. & S. SERVICES, INC.

By: 

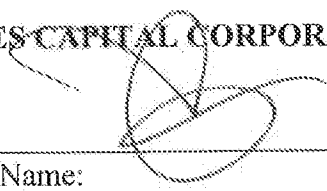
Name: Collin Hathaway

Title: President and Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

ARES CAPITAL CORPORATION, as Administrative Agent

By:  _____

Name:

Title:

SCHEDULE I

TRADEMARKS

Trademark	Registration / Application No.	Registration / Application Date	Owner	Status / Next Deadline
BRITEBOX	4827843	Oct. 6, 2015	Coolray Heating and Cooling, LLC	Declaration of Use due 10/6/2021
BRITEBOX	4827842	Oct. 6, 2015	Coolray Heating and Cooling, LLC	Declaration of Use due 10/6/2021
“Non-Visual Mark” – sound only	4,216,532	October 2, 2012	Environmental Conditioning, Inc. d/b/a Parker and Sons	Declaration of Use due 10/2/2018
123ANYDRAIN	86744463	Filing Date: Sept. 1, 2015	New Abacus, LLC	Renewal due 12/2/2024
BERKEYS	3840581	August 31, 2010	B. S. & S. Services, Inc.	Declaration of Use due 8/31/2016
“There’ll be no Melvins on your job.”	4216532	October 2, 2012	Environmental Conditioning, Inc. DBA Parker and Sons	Registered Declaration of Use due 10/2/2018