

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEARresult Consulting, Inc.		08/31/2016	Corporation: TEXAS
CLEARresult Operating, LLC		08/31/2016	Limited Liability Company: DELAWARE
Comfort Home Corporation		08/31/2016	Corporation: PENNSYLVANIA
Populus, LLC		08/31/2016	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	KeyBank National Association, as Collateral Agent
Street Address:	4910 Tiedman Road
Internal Address:	MC: OH-01-51-LFIQ
City:	Brooklyn
State/Country:	OHIO
Postal Code:	44144
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4038921	CLEARRESULT
Registration Number:	4038920	CITYSMART
Registration Number:	4214265	SCORE
Registration Number:	2030071	COMFORTMAX
Registration Number:	1658520	COMFORT BY DESIGN
Registration Number:	1653227	COMFORT HOME
Registration Number:	3548869	CONSERVATION SERVICES GROUP
Registration Number:	4099595	ENERGYMEASURE
Registration Number:	3929459	REALHOMEANALYZER
Registration Number:	3774592	POPULUS
Registration Number:	4038654	AIRCARE PLUS
Registration Number:	3995678	ENERGY FOR CHANGE
Registration Number:	4111743	GROCERSMART

OP \$340.00 4038921

CORRESPONDENCE DATA**Fax Number:** 9192868199*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:** 919 286-8000**Email:** PTO_TMconfirmation@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 3015 CARRINGTON MILL BOULEVARD**Address Line 2:** SUITE 400**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445.067
NAME OF SUBMITTER:	John E. Slaughter, III.
SIGNATURE:	/jes/
DATE SIGNED:	09/01/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of August 31, 2016 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor") and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2016 (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among CRCI HOLDINGS, INC., a Delaware corporation (the "Borrower"), LONGHORN MIDCO II, LLC, a Delaware limited liability company, the several banks and other financial institutions or entities from time to time party thereto (the "Lenders") and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto; as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all of the Grantors' Trademarks registrations and applications for registration referred to on Schedule I hereto, but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; and

(b) all goodwill associated with or symbolized by the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower and the Grantors or (in each case) any of them, to the Collateral Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in (and by different parties on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the Guarantee and Collateral Agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other customary means of electronic transmission (e.g., “pdf”) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

6. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

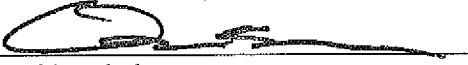
7. CONSTRUCTION. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, each 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.

GRANTORS:

CLEARRESULT CONSULTING INC.

By: 
Name: David Mehok
Title: Treasurer

CLEARRESULT OPERATING, LLC, a Delaware
limited liability company
COMFORT HOME CORPORATION, a
Pennsylvania corporation
POPULUS, LLC, a Colorado limited liability
company

By: _____
Name: James R. Stimmel
Title: President

IN WITNESS WHEREOF, each 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.

GRANTORS:

CLEARRESULT CONSULTING INC.

By: _____

Name: David Mehek

Title: Treasurer

CLEARRESULT OPERATING, LLC, a Delaware limited liability company

COMFORT HOME CORPORATION, a Pennsylvania corporation

POPULUS, LLC, a Colorado limited liability company

By: _____

Name: James R. Stimmel

Title: President

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005868 FRAME: 0557

IN WITNESS WHEREOF, each 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.

GRANTORS:

CLEARRESULT CONSULTING INC., a Texas corporation

By: _____

Name: David Mehok

Title: Treasurer

CLEARRESULT OPERATING, LLC, a Delaware limited liability company

COMFORT HOME CORPORATION, a Pennsylvania corporation

POPULUS, LLC, a Colorado limited liability company

By: _____

Name: James R. Stimmel

Title: President

COLLATERAL AGENT:

KEYBANK NATIONAL ASSOCIATION

By:  _____

Name: Kenneth A. Horner

Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Registration No.	Registration Date	Owner
CLEARRESULT	4038921	10/11/2011	CLEARResult Consulting Inc.
CITYSMART	4038920	10/11/2011	CLEARResult Consulting Inc.
SCORE	4214265	9/25/2012	CLEARResult Consulting Inc.
COMFORTMAX	2030071	1/14/1997	Comfort Home Corporation
COMFORT BY DESIGN	1658520	9/24/1991	Comfort Home Corporation
COMFORT HOME	1653227	8/6/1991	CLEARResult Consulting Inc.
CONSERVATION SERVICES GROUP	3548869	12/23/2008	CLEARResult Consulting Inc.
ENERGYMEASURE	4099595	2/14/2012	CLEARResult Consulting Inc.
REALHOMEANALYZER	3929459	3/8/2011	CLEARResult Consulting Inc.
POPULUS	3774592	April 13, 2010	Populus, LLC
AIRCARE PLUS	4038654	October 11, 2011	CLEARResult Operating, LLC
Energy for Change	3995678	July 19, 2011	CLEARResult Operating, LLC
GROCERSMART	4111743	March 13, 2012	CLEARResult Operating, LLC