

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynaire, LLC		08/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2755460	DYNAIRE	
Registration Number:	0944952	DYNAIRE CORPORATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	060963-0006 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	08/09/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 6th day of August, 2021, between Dynaire, LLC (the “Grantor”), and ALTER DOMUS (US) LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among CMG HoldCo, LLC, a Delaware limited liability company (“CMG HoldCo”), Control Solutions of Colorado LLC, a Delaware limited liability company (“CSC”), CMG Nielsen Mechanical, LLC, a Delaware limited liability company (“CMG Nielsen”), Environmental Services of Charlotte, LLC, a Delaware limited liability company (“ESC”), SAM Mechanical Services, LLC, a Delaware limited liability company (“SAM Mechanical”), Centraire Heating & Air Conditioning, LLC, a Delaware limited liability company (“Centraire”) and Major Mechanical, LLC, a Delaware limited liability company (“Major Mechanical”, together with CMG HoldCo, CSC, CMG Nielsen, ESC, SAM Mechanical, Centraire and each other borrower party thereto from time to time, collectively, the “Borrowers” and each individually, a “Borrower”), CMG Parent, LLC, a Delaware limited liability company (“Holdings”), the other Persons party thereto from time to time as Guarantors, Alter Domus (US) LLC, as Administrative Agent and the Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of May 13, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the 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 Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lender Group, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(i) any and all of the Grantor's trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured 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 Secured Obligations and would be owed by the Grantors, or 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. SECURITY 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 Security Agreement. The 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 Security 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 any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the

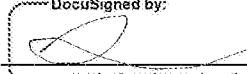
phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[remainder of page left blank intentionally]

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.

GRANTOR:

DYNAIRE, LLC

DocuSigned by:
By: 
Name: Nicholas (Jake) Sloane
Title: President and Treasurer

**ACCEPTED AND ACKNOWLEDGED
BY:**

ALTER DOMUS (US) LLC, as the Collateral Agent

By: _____
Name:
Title:

{Signature Page to Trademarks Security Agreement}

**ACCEPTED AND ACKNOWLEDGED
BY:**

ALTER DOMUS (US) LLC, as the Collateral
Agent

By: 

Name: Matthew Trybula
Title: Associate Counsel

Schedule 1

Grantor	Mark	Application No./ Registration No.	Application Date/ Registration Date
DYNAIRE, LLC	DYNAIRE	76404395 2755460	07-MAY-2002 26-AUG-2003
DYNAIRE, LLC	DYNAIRE CORPORATION	72398045 0944952	22-JUL-1971 10-OCT-1972