

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.H. FRANCHISING SYSTEMS, INC.		02/01/2016	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC		
Street Address:	300 SOUTH WACKER DRIVE		
Internal Address:	SUITE 3500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4619763	HOME HELPERS	
Registration Number:	4517783	TAKING CARE OF THE GREATEST GENERATION .	
Registration Number:	4105354	MAKING LIFE EASIER	
Registration Number:	4028631	HOME HELPERS	
Registration Number:	4028326	HOME HELPERS	
Registration Number:	3933329	CARING HEARTS	
Registration Number:	2356367	DIRECT LINK	
Registration Number:	2202376	HOME HELPERS	
Registration Number:	3777456	IN-HOME HELPERS IN-HOMEHELPERS.ORG	
CORRESPONDENCE DATA			
Fax Number:	2165867021		
<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:	(216) 586-7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114		

CH \$240.00 4619763

ATTORNEY DOCKET NUMBER:	576818-620005
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	02/04/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 1, 2016, is made by H.H. FRANCHISING SYSTEMS, INC., an Ohio corporation (together with its successors and assigns, the "Grantor") and TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent ("Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor owns the trademarks and trademark applications listed on Exhibit A hereto.

WHEREAS, reference is made to that certain Credit Agreement dated as of February 1, 2016 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, as borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of February 1, 2016, in favor of Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), Grantor has granted to Agent for the ratable benefit of the secured parties referred to in the Collateral Agreement (in such capacity, together with its successors in such capacity pursuant to the terms of the Collateral Agreement, "Grantee") a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below)), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby pledges and grants to the Grantee, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter acquired, which includes the following:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in

connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Exhibit A hereto (but excluding any “intent-to-use” applications for trademarks filed under Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, until such time as Grantor begins to use such trademarks);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Exhibit A hereto, or injury to the goodwill associated with any of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Grantee primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Collateral Agreement) but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Power of Attorney. Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

H.H. FRANCHISING SYSTEMS, INC., as Grantor

By: John A. Studdard, Jr.

Name: John A. Studdard, Jr.

Title: Chairman

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005724 FRAME: 0498

ACKNOWLEDGED:

TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent

By: 

Name: Drew Guyette

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005724 FRAME: 0499

EXHIBIT A

TRADEMARK REGISTRATIONS & APPLICATIONS

[See attached.]

Exhibit A to Trademark Security Agreement

Trademarks

USPTO TRADEMARK REGISTRATIONS				
	Reg. Number	Serial Number	Mark	Register
1	4619763	86065414	HOME HELPERS	Principal
2	4517783	86065894	TAKING CARE OF THE GREATEST GENERATION . . . YOURS	Principal
3	4105354	85371377	MAKING LIFE EASIER	Principal
4	4028631	85250344	HOME HELPERS	Principal
5	4028326	85237567	HOME HELPERS Design	Principal
6	3933329	77799901	CARING HEARTS	Principal
7	2356367	75616145	DIRECT LINK	Supplemental
8	2202376	75301555	HOME HELPERS	Supplemental
9	3777456	77817306	IN-HOME HELPERS IN-HOMEHELPERS.ORG	Principal

FOREIGN TRADEMARK REGISTRATIONS				
	Reg. Number	Serial Number	Mark	Registry
1	TMA770886	1446884	CARING HEARTS	Canada
2	009440471		CARING HEARTS	CTM
3	1581838	0119851638085	CARING HEARTS	Mexico
4	1580035	0119851638086	CARING HEARTS	Mexico
5	TMA847557	1498687	DIRECT LINK	Canada
6	88879	0319850098358	HACIENDO LA VIDA MÁS FÁCIL	Mexico
7	88878	0319850098357	HACIENDO LA VIDA MÁS FÁCIL	Mexico