

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Home Franchise Concepts, LLC		07/09/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3423020	HFC HOME FRANCHISE CONCEPTS DISTINCTIVE	
<b>Registration Number:</b>	3370616	HOME FRANCHISE CONCEPTS	
<b>Registration Number:</b>	5371764	THERE'S NO PLACE LIKE HFC	
<b>Serial Number:</b>	87922011	& HOME	
<b>Serial Number:</b>	87784268	& HOME	
<b>Serial Number:</b>	87921952	HEART & HOME	
<b>Serial Number:</b>	87623540	HOME FRANCHISE CONCEPTS	
<b>Serial Number:</b>	87623504	HOME FRANCHISE CONCEPTS THERE'S NO PLACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@kattenlaw.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		

CH \$215.00 3423020

<b>DATE SIGNED:</b>	07/09/2018
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2018 (this "Agreement"), among Home Franchise Concepts, LLC (the "Grantor") and Antares Capital LP, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of July 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HOME FRANCHISE CONCEPTS MIDCO, LLC, a Delaware limited liability company ("Holdings"), HOME FRANCHISE CONCEPTS, LLC, a California limited liability company (the "Borrower"), the LENDERS party thereto and ANTARES CAPITAL LP, as Administrative Agent (the "Administrative Agent"), and (b) the Collateral Agreement, dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only 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 under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

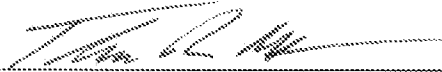
SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOME FRANCHISE CONCEPTS, LLC, as Grantor

By:   
Name: Thomas Hillebrandt  
Title: Chief Financial Officer

ANTARES CAPITAL LP, as Administrative Agent

By: 

Name: Rich Davidson

Title: Its Duly Authorized Signatory

TRADEMARK COLLATERAL

Mark	Type	Status	Jurisdiction	SN/RN
[HEART] & HOME	Logo	Pending	US	87922011
[HEART] & HOME	Logo	Pending	US	87784268
HEART & HOME	Word	Pending	US	87921952
HFC HOME FRANCHISE CONCEPTS DISTINCTIVE BRANDS. PURE VISION.	Logo	Registered	US	3423020
HOME FRANCHISE CONCEPTS	Logo	Pending	US	87623540
HOME FRANCHISE CONCEPTS	Word	Registered	US	3370616
HOME FRANCHISE CONCEPTS THERE'S NO PLACE LIKE HFC	Logo	Pending	US	87623504
THERE'S NO PLACE LIKE HFC	Word	Registered	US	5371764