

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hoffman Southwest Corp.		08/14/2018	Corporation: CALIFORNIA
Western Drain Supply, Inc.		08/14/2018	Corporation: CALIFORNIA
HSW RR, INC.		08/14/2018	Corporation:

RECEIVING PARTY DATA

Name:	SUMITOMO MITSUI BANKING CORPORATION
Street Address:	277 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	Banking Corporation: JAPAN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5369310	BIO-ROOTER
Registration Number:	2287346	PRO PIPE PROFESSIONAL PIPE SERVICES
Registration Number:	2266208	BIOLINE
Registration Number:	2050911	BIO-ROOTER

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
 Email: trademarkny@winston.com
 Correspondent Name: James W. Kachadoorian
 Address Line 1: 200 Park Avenue
 Address Line 2: Winston & Strawn LLP
 Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	201052/8
NAME OF SUBMITTER:	James W. Kachadoorian
SIGNATURE:	/James W. Kachadoorian by trademarkny/

DATE SIGNED:	08/14/2018
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 14, 2018 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **SUMITOMO MITSUI BANKING CORPORATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 14, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, in each case, excluding any Excluded Assets (collectively, the “**Trademarks**”); and

(b) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of such Trademark, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing, in each case, excluding any Excluded Assets.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

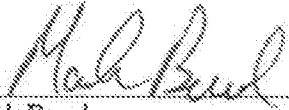
HOFFMAN SOUTHWEST CORP.,
as a Grantor

By: Mark Burel
Name: Mark Burel
Title: President and Chief Executive Officer

WESTERN DRAIN SUPPLY, INC.,
as a Grantor

By: Mark Burel
Name: Mark Burel
Title: President

HSW RR, INC.,
as a Grantor



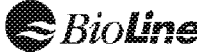

By: 
Name: Mark Burel
Title: President and Chief Executive Officer

SUMITOMO MITSUI BANKING CORPORATION,
as Collateral Agent

By: 
Name: Hitoshi Ryoji
Title: Managing Director

SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Trademark	Registration Date	Status	Registration No.
Hoffman Southwest Corp.	BIO-ROOTER 	02-JAN-2018	Registered	5369310
Hoffman Southwest Corp.	PRO PIPE PROFESSIONAL PIPE SERVICES 	19-OCT-1999	Registered	2287346
Western Drain Supply, Inc.	BIOLINE 	03-AUG-1999	Registered	2266208
Western Drain Supply, Inc.	BIO-ROOTER 	08-APR-1997	Closed/Not Using	2050911

Trademark Licenses

Grantor	Description of Trademark License	Serial No. of Underlying Trademark	Name of Licensor
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER" Words in stylized form	71622514	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER" Design, words, letters	72103414	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"RAZOR KLEENS" Words in stylized form	72214012	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"AND AWAY GO TROUBLES DOWN THE DRAIN" Words in stylized form	1020089	Roto-Rooter Corporation

Grantor	Description of Trademark License	Serial No. of Underlying Trademark	Name of Licensor
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER" Typed drawing	1199063	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER" Typed drawing	1221194	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER SEWER-DRAIN SERVICE" Design plus words	1270267	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER SEWER-DRAIN SERVICE" Design plus words	73307060	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER" design plus words	85917895	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"There's Only One" typed drawing	73430011	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	"ROTO-ROOTER" and design	1241640	Roto-Rooter Corporation