

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Buyers Warranty Corporation		10/31/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Administrative Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2600640	2-10 HOME BUYERS WARRANTY	
Registration Number:	2554822	2-10	
Registration Number:	2638565	2-10 HBW	
Registration Number:	2653507	2-10 HBW ASSET PROTECTION PROGRAM	
Registration Number:	2603647	DIAMOND BUILDER AWARD	
Registration Number:	2634349	ELITE BUILDER MARK OF QUALITY 2-10 HOME	
Registration Number:	2718691	AMERICA'S CHOICE	
Registration Number:	4904244		
Registration Number:	4895030	SMILE, YOU KNOW WHAT TO EXPECT WHEN THE	
Registration Number:	4327318	2 10 HOME BUYERS WARRANTY	
Registration Number:	4300479	BUILDING A BETTER BUSINESS BUYER RELATIO	
Registration Number:	4208854	LONG LIVE HAPPY HOMES	
Registration Number:	4258586	2-10 HOME BUYERS WARRANTY	
Serial Number:	88048307	UNEXPECTED IS EXPENSIVE	
Registration Number:	1265964	2-10 HOME BUYERS WARRANTY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3125778467
Email: rebecca.paul@kattenlaw.com
Correspondent Name: Rebecca A. Paul c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca A. Paul
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SIGNATURE:	/Rebecca A. Paul/
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DATE SIGNED:	10/31/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 31, 2018, (this “**Agreement**”), among Home Buyers Warranty Corporation, a Colorado corporation (the “**Grantor**”) and Twin Brook Capital Partners, LLC in its capacities as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among 2-10 HBW MergerCo, Inc., a Delaware corporation (the “**Initial Borrower**”) (which on the Closing Date shall be merged with and into 2-10 Holdco, Inc., a Delaware corporation (the “**Target**”), with the Target surviving such merger as the “**Borrower**”), 2-10 HBW Acquisition, L.P., a Delaware limited partnership (“**Holdings**”), the Lenders from time to time party thereto, and Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.


SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

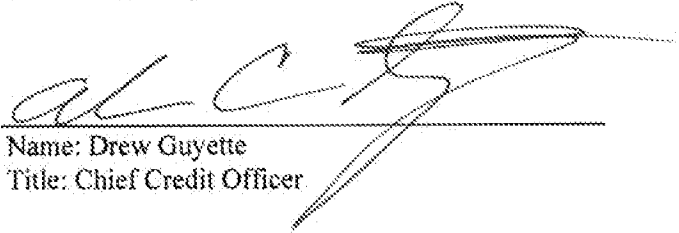
[Signature Pages Follow]

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

HOME BUYERS WARRANTY CORPORATION

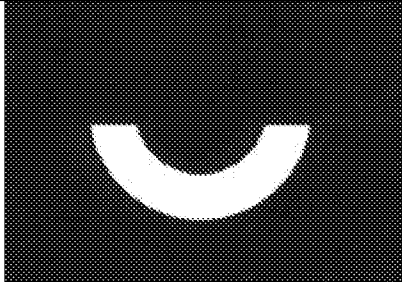
By: 
Name: Scott J. Cromie
Title: Chief Executive Officer and President


TWIN BROOK CAPITAL PARTNERS, LLC
as Administrative Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I

TRADEMARKS:

Trademark	Reg. Number	Owner
2-10 HOME BUYERS WARRANTY	2,600,640	Home Buyers Warranty Corporation
2-10 and Design	2,554,822	Home Buyers Warranty Corporation
2-10 HBW	2,638,565	Home Buyers Warranty Corporation
2-10 HBW ASSET PROTECTION PROGRAM	2,653,507	Home Buyers Warranty Corporation
DIAMOND BUILDER AWARD	2,603,647	Home Buyers Warranty Corporation
ELITE BUILDER MARK OF QUALITY 2-10 HOME BUYERS WARRANTY and Design	2,634,349	Home Buyers Warranty Corporation
2-10 HOME BUYERS WARRANTY and Design	1,265,964	Home Buyers Warranty Corporation
AMERICA'S CHOICE	2,718,691	Home Buyers Warranty Corporation
	4,904,244	Home Buyers Warranty Corporation

Trademark	Reg. Number	Owner
SMILE, YOU KNOW WHAT TO EXPECT WHEN THE UNEXPECTED HAPPENS	4,895,030	Home Buyers Warranty Corporation
	4,327,318	Home Buyers Warranty Corporation
BUILDING A BETTER BUSINESS BUYER RELATIONS JOBSITE SAFETY QUALITY CONTROL WARRANTIES RISK RETENTION RISK TRANSFER RISK MANAGEMENT INSURANCE REQUIREMENTS CUSTOMER SERVICE (AND DESIGN)	4,300,479	Home Buyers Warranty Corporation
LONG LIVE HAPPY HOMES	4,208,854	Home Buyers Warranty Corporation
2-10 HOME BUYERS WARRANTY (AND DESIGN)	4,258,586	Home Buyers Warranty Corporation

TRADEMARK APPLICATIONS:

Trademark	Serial Number	Owner
UNEXPECTED IS EXPENSIVE	88/048,307	Home Buyers Warranty Corporation