

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501167

<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>
Mosquito Squad Franchising, LLC		12/07/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services LLC, as Collateral Agent		
<b>Street Address:</b>	810 Seventh Avenue, 26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3885362	DREAD SKEETER	
<b>Registration Number:</b>	3864119		
<b>Registration Number:</b>	3286827	MOSQUITO SQUAD	
<b>Registration Number:</b>	3889126	NO BUGS NO BITES NO KIDDING	
<b>Registration Number:</b>	4760067	THE 5T'S	
<b>Registration Number:</b>	5553866	TOO PRECIOUS NOT TO PROTECT.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	3128767700		
<b>Email:</b>	thomas.buettner@lw.com		
<b>Correspondent Name:</b>	Thomas J. Buettner		
<b>Address Line 1:</b>	Latham & Watkins LLP		
<b>Address Line 2:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	063103-0000		
<b>NAME OF SUBMITTER:</b>	Thomas J. Buettner		
<b>SIGNATURE:</b>	/tjb/		

OP \$165.00 3885362

<b>DATE SIGNED:</b>	12/07/2018
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**Total Attachments: 10**

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SECURITY AGREEMENT SUPPLEMENT  
FOR INTELLECTUAL PROPERTY

SUPPLEMENT NO. 2 (this "Supplement") dated as of December 7, 2018, to the Security Agreement dated as of September 21, 2018 (the "Closing Date") among certain subsidiaries of Villa BidCo Inc. from time to time party thereto and Brightwood Loan Services LLC, a Delaware limited liability company ("Brightwood"), as Collateral Agent (the "Collateral Agent") for the Secured Parties (the "Security Agreement").

A. Reference is made to that certain Credit Agreement dated as of September 21, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Villa Bidco Inc., a Delaware corporation (the "Borrower"), Villa Parent Inc., a Delaware corporation ("Holdings"), Brightwood, as administrative agent (in such capacity, and together with its successors and permitted assigns, the "Administrative Agent"), and collateral agent (in such capacity, and together with its successors and permitted assigns, the "Collateral Agent"), Brightwood and NXT Capital, LLC ("NXT Capital"), as joint lead arrangers (Brightwood and NXT Capital, together, in such capacity, the "Lead Arrangers"), each Lender from time to time party thereto and the other parties thereto, pursuant to which the Lenders have severally agreed to make Loans.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 8.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans from time to time under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 8.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its

terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement 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. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral, including:

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule I hereto;
- (b) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto (excluding any Excluded Property); and
- (c) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule I hereto.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 8.01 of the Security Agreement.

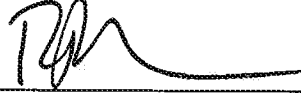
SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

MOSQUITO SQUAD FRANCHISING, LLC,

By:



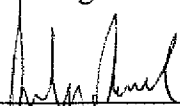
Name: Robert Weddle

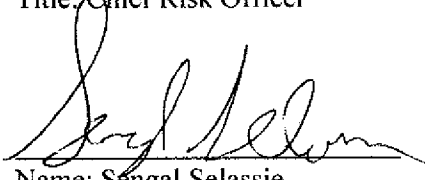
Title: Authorized Officer

[Signature page to IP Security Agreement Supplement]

**TRADEMARK**  
**REEL: 006496 FRAME: 0787**

BRIGHTWOOD LOAN SERVICES LLC,  
as Collateral Agent

By:   
Name: Phil Daniele  
Title: Chief Risk Officer

By:   
Name: Sengal Selassie  
Title: Managing Member


SCHEDULE I  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

Parents, Patent Applications and Patent Licenses.

None.

Trademark Registrations and Applications.

U.S. Trademark Registrations

Jurisdiction	Registered Owner/ Grantor	Trademark	Registration Number	Registration Date
United States	Mosquito Squad Franchising LLC	DREAD SKEETER	3,885,362	December 7, 2010
United States	Mosquito Squad Franchising LLC		3,864,119	October 19, 2010
United States	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	3,286,827	August 28, 2007
United States	Mosquito Squad Franchising LLC	NO BUGS NO BITES NO KIDDING	3,889,126	December 14, 2010
United States	Mosquito Squad Franchising LLC	THE 5T'S	4,760,067	June 23, 2015

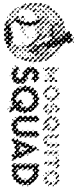


United States	Mosquito Squad Franchising LLC	TOO PRECIOUS NOT TO PROTECT.	5,553,866	September 4, 2018
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International Trademark Registrations

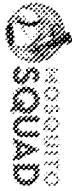

<b>Jurisdiction</b>	<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Canada	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	TMA877.860	May 14, 2014
China	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223	June 18, 2015
Colombia	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223	June 18, 2015
Dominican Republic	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	234319	October 18, 2016
India	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223 (3121457)	June 18, 2015
Mexico	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	1571352	September 10, 2015

Jurisdiction	Registered Owner/Grantor	Trademark	Registration Number	Registration Date
New Zealand	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223 (1092179)	March 6, 2018
Panama	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	251558	January 8, 2018
Philippines	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223	June 18, 2015 (December 18, 2018 final deadline to file a Declaration of Use)
Singapore	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223	June 18, 2015
South Africa	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	2015/06896	Jun 28, 2018
South Africa	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	2015/06897	June 28, 2018
Tanganyika	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	TZ/S/2017/295	August 18, 2017
Tanganyika	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	TZ/S/2017/296	November 21, 2017
Thailand	Mosquito Squad Franchising LLC		181112097	May 11, 2018

Jurisdiction	Registered Owner/Grantor	Trademark	Registration Number	Registration Date
Thailand	Mosquito Squad Franchising LLC		181112086	May 11, 2018
Uganda	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	58382	August 1, 2018
Uganda	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	UG/T/2017/58381	July 17, 2018
Zanzibar	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	ZN/S/2017/103	July 5, 2017
Zanzibar	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	ZN/S/2017/104	July 5, 2017

International Trademark Applications

Country	Registered Owner/Grantor	Trademark	Application Number	Application Date
Australia	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223	March 6, 2018
Australia	Mosquito Squad Franchising LLC	MOZZIE SQUAD	1952401	August 31, 2018
Indonesia	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	JID-2017-062051	November 24, 2017

Indonesia	Mosquito Squad Franchising LLC		JID-2018-023437	May 14, 2018
Kenya	Mosquito Squad Franchising LLC		99627	November 6, 2017
Kenya	Mosquito Squad Franchising LLC	MOSQUITO SQUAD	IR 1259223	April 6, 2017
Kenya	Mosquito Squad Franchising LLC	NO BUGS. NO BITES. NO SLEEPLESS NIGHTS.	99623	November 6, 2017

Trademark Licenses.

None.

Copyrights.

Jurisdiction	Registered Owner/Grantor	Copyright	Registration No.	Registration Date
United States	Mosquito Squad Franchising LLC	The 5 T's: Tips for Mosquito Control	TXu 1-789-837	January 13, 2012

Copyright Licenses.

None.