

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Field Service Holdings, LLC		03/21/2019	Limited Liability Company: DELAWARE
Pestroutes OPCO, LLC		03/21/2019	Limited Liability Company: DELAWARE
PCO Central, LLC		03/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5031884	PESTRUTES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1061146 TM		
NAME OF SUBMITTER:	Daniel Lopez		
SIGNATURE:	/Daniel Lopez/		
DATE SIGNED:	03/21/2019		

OP \$40.00 5031884

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 21, 2019 by and between each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”), and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among **PESTRUTES OPCO, LLC**, a Delaware limited liability company (“*PestRoutes*”) and **PCO CENTRAL, LLC**, a Delaware limited liability company (“*PCO*”, and together with PestRoutes, individually and collectively, jointly and severally, the “*Borrower*”), **FIELD SERVICE HOLDINGS, LLC**, a Delaware limited liability company (“*Holdings*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantors shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and Holdings under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and Holdings and the other Grantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

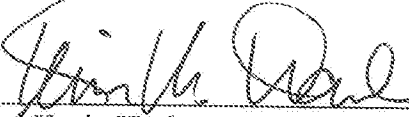
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

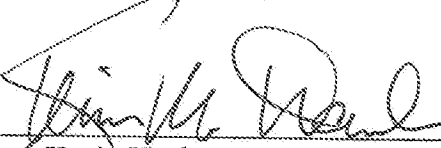
GRANTORS:

FIELD SERVICE HOLDINGS, LLC

By: 
Name: Kevin Hanks
Title: Chief Financial Officer

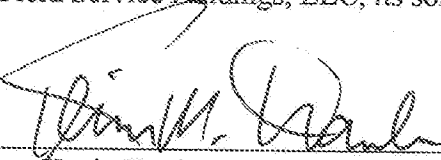
PESTRUTES OPCO, LLC

By: Field Service Holdings, LLC, its sole member

By: 
Name: Kevin Hanks
Title: Chief Financial Officer

PCO CENTRAL, LLC

By: Field Service Holdings, LLC, its sole member

By: 
Name: Kevin Hanks
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Carly McLendon
Name: Carly McLendon
Title: Vice President

Signature Page to Intellectual Property Security Agreement

EXHIBIT A
COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None.

EXHIBIT C
TRADEMARKS

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
PestRoutes OpCo, LLC	United States	5031884	8/30/2016	1/27/2016	Pestroutes OpCo, LLC	PestRoutes

Domain Names

PestRoutes OpCo, LLC Domain Names

Accruly.com
 Antroute.com
 Antroutes.com
 Bestpestsoftware.com
 Cloudpestmanagement.com
 Hirepest.com
 Moxieroutes.com
 Paperlesscontrol.com
 Pestbid.com
 Pestbids.com
 Pestcontrolfor.com
 Pestcontrolprograms.com
 Pestcontrolrating.com
 Pestcontrolreviews.org and .info
 Pestmobile.com
 Pestportals.com
 Pestrabbit.com
 Pestratings.com
 Pestreview.org
 Pestreviews.org
 Pestroute.com
 Pestroutes.com
 Salesroutes.com
 Simplypest.com
 Textroutes.com
 Vetroute.com
 Vetroutes.com
 Zenportals.com
 Zenroutes.com

PCO Central, LLC Domain Names

Pccentral.com

Lobstermarketing.com (also .co .mobi and .net)

Lobstermarketinggroup.com

Logbookcreator.com

Logbookmaker.com

Mylogbookmanager.com

Pestcontrolexterminator.info and .org

Thegameschanged.com and .net

Pcodirectory.com

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None.