

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521532

<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>
Direct Energy US Home Services, Inc.		04/30/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services LLC		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2349521	EVANS SERVICES	
<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>	057121-0386		
<b>NAME OF SUBMITTER:</b>	Thomas J. Buettner		
<b>SIGNATURE:</b>	/tjb/		
<b>DATE SIGNED:</b>	05/01/2019		
<b>Total Attachments: 16</b>			
source=Hidden Gem - Trademark Security Agreement [Executed]_107479603_1_0#page1.tif			
source=Hidden Gem - Trademark Security Agreement [Executed]_107479603_1_0#page2.tif			
source=Hidden Gem - Trademark Security Agreement [Executed]_107479603_1_0#page3.tif			

OP \$40.00 2349521

source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page4.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page5.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page6.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page7.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page8.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page9.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page10.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page11.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page12.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page13.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page14.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page15.tif  
source=Hidden Gem - Trademark Security Agreement [Executed]\_107479603\_1\_0#page16.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated April 30, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Brightwood Loan Services LLC, a Delaware limited liability company (“Brightwood”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. 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.

WHEREAS, Villa Bidco Inc., a Delaware corporation (the “Borrower”), Villa Parent Inc., a Delaware corporation (“Holdings”), Brightwood, as Administrative Agent and Collateral Agent, Brightwood and NXT Capital, LLC, as Joint Lead Arrangers, each Lender from time to time party thereto and each other party thereto have entered into the 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”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of September 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 following (the “Collateral”):

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 A hereto (excluding any Excluded Property);

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this

Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

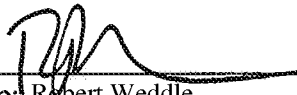
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement 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.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

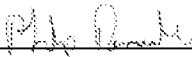
CLOCKWORK IP, LLC,  
as Initial Grantor

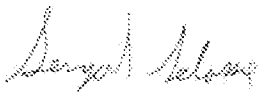
By:   
Name: Robert Weddle  
Title: Chief Executive Officer

DIRECT ENERGY US HOME SERVICES, INC.,  
as Initial Grantor

By:   
Name: Robert Weddle  
Title: Chief Executive Officer

BRIGHTWOOD LOAN SERVICES LLC,  
as Collateral Agent



By:   
Name: Phil Daniele  
Title: Chief Risk Officer

  
By: \_\_\_\_\_  
Name: Sengal Selassie  
Title: Authorized Person




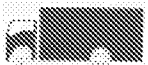
SCHEDULE A


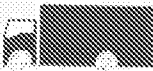



United States Trademark Registrations and Trademark Applications

Trademark	Application Number	Registration Number	Owner/Grantor
ONE HOUR HEATING & AIR CONDITIONING ALWAYS ON TIME...OR YOU DON'T PAY A DIME	86359330	4829933	Clockwork IP, LLC
SAFETY SENTRY AND DESIGN 	86031349	5064563	Clockwork IP, LLC
CABLEVOLT	85925487	4927845	Clockwork IP, LLC
COMFORT SENTRY AND DESIGN 	85757714	4716842	Clockwork IP, LLC
COMFORT SENTRY AND DESIGN 	85959250	4960582	Clockwork IP, LLC
ELECTRAVAULT AND DESIGN 	85969300	4728252	Clockwork IP, LLC
1-877-655-UWIN SATISFACTION GUARANTEED U·WIN A GUARANTEE OF OF SERVICES YOU CAN TAKE TO THE BANK! and DESIGN 	86171043	4732649	Clockwork IP, LLC


Trademark	Application Number	Registration Number	Owner/Grantor
"THE TALKING THERMOSTAT"	76412657	2859058	Clockwork IP, LLC
"THE TALKING THERMOSTAT" and Design 	76619476	3043965	Clockwork IP, LLC
877-4BUYMAX	85402196	4118675	Clockwork IP, LLC
877-655-UWIN	85402209	4108907	Clockwork IP, LLC
877-BEN-1776 (STANDARD WORD MARK)	77814055	3771332	Clockwork IP, LLC
888-8-SPARKY	77399784	3504784	Clockwork IP, LLC
A GUARANTEE OF SERVICES YOU CAN TAKE TO THE BANK!	85843662	4552649	Clockwork IP, LLC
A SERVICE CALL ON THE WALL	76604136	3612771	Clockwork IP, LLC
ALWAYS ON TIME OR YOU DON'T PAY A DIME	76433767	2807312	Clockwork IP, LLC
ALWAYS ON TIME...OR YOU DON'T PAY A DIME!	88015788	5666747	Clockwork IP, LLC
AMERICA'S ON TIME ELECTRICIANS	78906427	3214389	Clockwork IP, LLC
AMP ADVERTISING AND MARKETING PLATFORM YOUR MESSAGE IS LOUDER AND DESIGN 	85695777	4386754	Clockwork IP, LLC






Trademark	Application Number	Registration Number	Owner/Grantor
BENJAMIN FRANKLIN Logo (w/wrench-stand al 	76624792	3026230	Clockwork IP, LLC
BENJAMIN FRANKLIN PLUMBING	76254469	2725333	Clockwork IP, LLC
BENJAMIN FRANKLIN PLUMBING	88058699		Clockwork IP, LLC
BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER	76624793	3216736	Clockwork IP, LLC
BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER & Design 	76343305	2762541	Clockwork IP, LLC
BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER Logo 	76573754	2935880	Clockwork IP, LLC
BIG BLUE TRUCK 	77686269	3748644	Clockwork IP, LLC
BIG BLUE TRUCK	77843324	3787431	Clockwork IP, LLC
BIG RED TRUCK	77939953	4042749	Clockwork IP, LLC




Trademark	Application Number	Registration Number	Owner/Grantor
BIG YELLOW TRUCK	77939857	4042748	Clockwork IP, LLC
BIOBEN	76573753	2924863	Clockwork IP, LLC
BIOSMART and Design 	76492231	2921235	Clockwork IP, LLC
	77111785	3482611	Clockwork IP, LLC
BLUECHIP RECRUITING HOW TO ATTRACT TALENT and Design 	76391993	2795727	Clockwork IP, LLC
BUY MAX CONTRACTORS WAREHOUSE & Design 	76392856	2762676	Clockwork IP, LLC
BUYMAX	76282219	2647104	Clockwork IP, LLC
BUYMAX ALLIANCE	77117699	3544214	Clockwork IP, LLC
BUYMAX ALLIANCE 	77968037	4033216	Clockwork IP, LLC

Trademark	Application Number	Registration Number	Owner/Grantor
CABLEVOLT and Design 	85202126	4368967	Clockwork IP, LLC
CALL TAKING'S CRYSTAL BALL	85521777	4419206	Clockwork IP, LLC
CLOCKWORK HOME SERVICES	78637121	3170839	Clockwork IP, LLC
CLOCKWORK HOME SERVICES LOGO 	85445073	4359838	Clockwork IP, LLC
CLOCKWORK HOME SERVICES, INC. and Design 	78662466	3326384	Clockwork IP, LLC
COMFORT SENTRY	85628299	4393540	Clockwork IP, LLC
DIAL ONE	77522208	3579871	Clockwork IP, LLC
DIAL ONE 	78949411	3204118	Clockwork IP, LLC
DIAL ONE	78949406	3204117	Clockwork IP, LLC
DIAL ONE and Design 	74362684	1818286	Clockwork IP, LLC

Trademark	Application Number	Registration Number	Owner/Grantor
DIAL ONE HOUR HEATING & AIR CONDITIONING ALWAYS ON TIME...OR YOU DON'T PAY A DIME! and Design 	78857597	3357727	Clockwork IP, LLC
FANTASTIC FILTER	85270650	4120708	Clockwork IP, LLC
FANTASTIC FILTER	75291958	2246779	Clockwork IP, LLC
FANTASTICFILTER	78640789	3087768	Clockwork IP, LLC
FIXED RIGHT THE FIRST TIME OR YOU DON'T PAY A DIME	76401896	2770121	Clockwork IP, LLC
FOCUS ON THE FUTURE and Design	76622533	3087054	Clockwork IP, LLC
GEARS	85262071	4347193	Clockwork IP, LLC
GOHOT	77298813	3661520	Clockwork IP, LLC
HOME OF THE BIG BLUE TRUCK	77843327	3787432	Clockwork IP, LLC
HOME OF THE BIG RED TRUCK	77939962	4003331	Clockwork IP, LLC
HOME OF THE BIG YELLOW TRUCK	78900364	3812244	Clockwork IP, LLC
IF THERE'S ANY DELAY, IT'S YOU WE PAY	76607388	3114711	Clockwork IP, LLC



Trademark	Application Number	Registration Number	Owner/Grantor
IT'S ABOUT TIME	85616672	4374597	Clockwork IP, LLC
IT'S ABOUT TIME!	76563690	2980517	Clockwork IP, LLC
LOOK FOR THE BIG BLUE TRUCK	77843329	3787433	Clockwork IP, LLC
LOOK FOR THE BIG RED TRUCK	77939968	4003332	Clockwork IP, LLC
LOOK FOR THE BIG YELLOW TRUCK	76582446	3013683	Clockwork IP, LLC
MICROPOWER GUARD	75579013	2433981	Clockwork IP, LLC
MISTER SPARKY	75512898	2334568	Clockwork IP, LLC
MISTER SPARKY	88058707		Clockwork IP, LLC
Mister Sparky On-Time Electrician and Design	2427638	2427638	Clockwork IP, LLC
MITCHELL HEATING & COOLING INC. and Design		1258116	Clockwork IP, LLC
ON TIME EVERY TIME	75916472	2503055	Clockwork IP, LLC
ONE HOUR	76617817	3033873	Clockwork IP, LLC
ONE HOUR	88058704		Clockwork IP, LLC

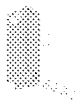



Trademark	Application Number	Registration Number	Owner/Grantor
ONE HOUR AIR CONDITIONING & HEATING	77899328	3933458	Clockwork IP, LLC
ONE HOUR AIR CONDITIONING & HEATING	77905845	3933469	Clockwork IP, LLC
ONE HOUR AIR CONDITIONING & HEATING & Design 	75916471	2521070	Clockwork IP, LLC
ONE HOUR HEATING & AIR CONDITIONING	77899310	4030339	Clockwork IP, LLC
ONE HOUR HEATING & AIR CONDITIONING	77905863	4030350	Clockwork IP, LLC
ONE HOUR HEATING & AIR CONDITIONING & Design 	77439556	3530593	Clockwork IP, LLC
ONE HOUR and DESIGN 	76520801	2916944	Clockwork IP, LLC

Trademark	Application Number	Registration Number	Owner/Grantor
OPX OPERATIONAL EXCELLENCE (and Design) 	77826706	3976371	Clockwork IP, LLC
OXYQUANTUM	75579009	2419791	Clockwork IP, LLC
OXYQUANTUM REMOTE COMPLETE	85622737	4735609	Clockwork IP, LLC
PHONE FACTS AND DESIGN 	85521707	4419205	Clockwork IP, LLC
POWERCLUB	85372316	4118017	Clockwork IP, LLC
QUANTUM 254	75579010	2579129	Clockwork IP, LLC
QUANTUM DUAL REMOTE	85622755	4750266	Clockwork IP, LLC
QUANTUM REMOTE 180	85622772	4750267	Clockwork IP, LLC
Red Color Mark 	77111793	3518891	Clockwork IP, LLC
SERVICE ON TIME OR YOU DON'T PAY A DIME	78439333	3190940	Clockwork IP, LLC
SPARKY MISTER SPARKY AMERICA'S ON-TIME ELECTRICIAN and Design 	77131233	3534718	Clockwork IP, LLC
STRAIGHT FORWARD PRICING	75728616	2633436	Clockwork IP, LLC
STRAIGHTFORWARD PRICING	78605480	3156673	Clockwork IP, LLC

Trademark	Application Number	Registration Number	Owner/Grantor
STRAIGHTFORWARD PRICING	76522321	2932029	Clockwork IP, LLC
STRAIGHTFORWARD PRICING	85401449	4319586	Clockwork IP, LLC
SUCCESS ACADEMY IT'S ABOUT YOU SUCCEEDING AND DESIGN 	85084584	4027803	Clockwork IP, LLC
SUCCESS ACADEMY	87958751		Clockwork IP, LLC
SUCCESS PROFIT NETWORK and Design 	77459321	3617293	Clockwork IP, LLC
SUCCESSWARE	74475875	2024254	Clockwork IP, LLC
SUPER-TUNE-UP	76122231	2632785	Clockwork IP, LLC
THE BEN FRANKLIN SOCIETY AND DESIGN 	85522852	4300192	Clockwork IP, LLC
THE BRIEFCASE WATER HEATER	77298816	3658797	Clockwork IP, LLC
THE PUNCTUAL PLUMBER	77152135	3359027	Clockwork IP, LLC
U WIN and DESIGN 	85532376	4209473	Clockwork IP, LLC



Trademark	Application Number	Registration Number	Owner/Grantor
UWIN	85531335	4209462	Clockwork IP, LLC
VOLTVAULT and DESIGN 	85202439	4407408	Clockwork IP, LLC
VOLTVAULT( standard character)	85202031	4429142	Clockwork IP, LLC
WE'RE ON TIME, YOU'LL SEE, OR THE REPAIR IS FREE!	77098336	3328568	Clockwork IP, LLC
XENON	76524089	2876595	Clockwork IP, LLC
Yellow Color Mark 	77111767	3518890	Clockwork IP, LLC
H2O HARMONY ELITE	87048088	5073402	Clockwork IP, LLC
H2O HARMONY HOME CONNECT	87156381	5439032	Clockwork IP, LLC
VOLTVAULT	86814195	5256995	Clockwork IP, LLC
CABLEVOLT	86814226	5192149	Clockwork IP, LLC
COMFORTCLUB	85880911	5080171	Clockwork IP, LLC
NATURE'S HOME	86852882	5053173	Clockwork IP, LLC

Trademark	Application Number	Registration Number	Owner/Grantor
OXYQUANTUM LED and DESIGN 	86931497	5159132	Clockwork IP, LLC
MICROGUARDIAN AIR SCRUBBER and Design 	86932335	5159134	Clockwork IP, LLC
ONE HOUR SHIRT and design 	86935440	5159147	Clockwork IP, LLC
QUANTUM GERMICIDAL LR	86969279	5381330	Clockwork IP, LLC
QUANTUM COIL SCRUBBER PRO	87110725	5444063	Clockwork IP, LLC
UWIN	87175240	5320711	Clockwork IP, LLC
UWIN and Design 	87175276	5151322	Clockwork IP, LLC
EVANS SERVICES	75552783	2349521	DIRECT ENERGY US HOME SERVICES, INC.
Miscellaneous Design (ESKIMO)	T95000000056	T95000000056	DIRECT ENERGY US HOME SERVICES, INC.
Miscellaneous Design (Shield Logo)	3688317	3688317	DIRECT ENERGY US HOME SERVICES, INC.
SURGE SECURE	77694881	4088276	Clockwork IP, LLC
SURGE SECURE THE KEY TO PROTECTING YOUR HOME'S INVESTMENT and DESIGN	77694909	3883596	Clockwork IP, LLC
CRITERION	76498869	2940570	Clockwork IP, LLC
MICROGUARDIAN AIR SCRUBBER	75579015	2468195	Clockwork IP, LLC
YOUR SUN. YOUR POWER. YOUR WAY.	86578663	5324237	Clockwork IP, LLC