

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cross Country Home Services, Inc.		08/08/2019	Corporation: DELAWARE
HMS National, Inc.		08/08/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, FI L2, Suite IL1-1145
Internal Address:	Middle Market Servicing, Attn. Brian Keenan
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	1435894	HOMEOWNERS MARKETING SERVICES
Registration Number:	1435895	HOMEOWNERS ASSOCIATION OF AMERICA
Registration Number:	1442428	ONE YEAR WARRANTY
Registration Number:	1506242	HMS
Registration Number:	2265347	TOTALPROTECT
Registration Number:	2270968	HOMESURE
Registration Number:	2286030	APPLIANCE BUYLINE
Registration Number:	2482617	SYSTEMS PROTECT
Registration Number:	2520394	PLUMBING PLUS
Registration Number:	2525341	APPLIANCE PROTECT
Registration Number:	2738789	KITCHENPROTECT
Registration Number:	2739514	CROSS COUNTRY HOME SERVICES
Registration Number:	2750666	HOME PROTECT
Registration Number:	2767286	MASTERPEACE PROTECTION PLAN
Registration Number:	2941385	TAKING THE STRESS OUT OF HOME OWNERSHIP
Registration Number:	2954486	THE REAL ESTATE SUPPORT SOLUTION
Registration Number:	2957761	WE'VE GOT YOUR HOME COVERED

CH \$1365.00 1435894

Property Type	Number	Word Mark
Registration Number:	3048177	HMS NATIONAL
Registration Number:	3048178	HMS NATIONAL
Registration Number:	3171900	CENTRALPROTECT
Registration Number:	3204322	WEEKENDSAVER
Registration Number:	3268911	LINEPROTECT
Registration Number:	3267063	THINK HMS
Registration Number:	3298588	PROTECT YOUR EVERY MOVE
Registration Number:	3307892	OUTSIDE SEWER LINEPROTECT
Registration Number:	3307893	OUTSIDE WATER LINEPROTECT
Registration Number:	3313205	OUTSIDE GAS LINEPROTECT
Registration Number:	3313206	INSIDE ELECTRIC LINEPROTECT
Registration Number:	3313207	INSIDE GAS LINEPROTECT
Registration Number:	3322198	REALPERKS
Registration Number:	3427359	NOW YOU'RE PROTECTED
Registration Number:	3441268	PLUMBINGPROTECT
Registration Number:	3447332	A/C GUARDIAN GOLD
Registration Number:	3447333	A/C GUARDIAN
Registration Number:	3502151	REFERRAL ASSISTANT
Registration Number:	3524578	PERFECT PLACE FOR BUILDING SALES
Registration Number:	3550561	A/C GUARDIAN GOLD
Registration Number:	3561473	A/C GUARDIAN
Registration Number:	3800381	FURNACE AND A/C GUARDIAN GOLD
Registration Number:	3804020	FURNACE GUARDIAN GOLD
Registration Number:	3894434	FURNACE GUARDIAN GOLD
Registration Number:	3894436	FURNACE AND A/C GUARDIAN GOLD
Registration Number:	3907048	CLAIM NO CLAIM WARRANTY
Registration Number:	4010177	CLAIM NO CLAIM HOME PROTECTION PLAN
Registration Number:	4071904	RESIDENTIAL MD
Registration Number:	4077581	REFERRAL ASSISTANT 24
Registration Number:	4136944	SYSTEMS MD
Registration Number:	4408438	PROPERTY KEY
Registration Number:	4429880	SURGEPROTECT
Registration Number:	4515230	OPERATION APPLIANCE AID
Registration Number:	4717514	PRISM
Registration Number:	4717515	ELECTRONICSPROTECT
Registration Number:	5776150	CINCH
Registration Number:	5788425	

CORRESPONDENCE DATA**Fax Number:** 8883259172*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:** 617-239-0567**Email:** carla.hines@lockelord.com**Correspondent Name:** Carla Hines**Address Line 1:** 111 Huntington Avenue**Address Line 2:** Locke Lord LLP**Address Line 4:** Boston, MASSACHUSETTS 02199**ATTORNEY DOCKET NUMBER:** 1444099.00085**NAME OF SUBMITTER:** Carla Hines**SIGNATURE:** /s/ Carla Hines**DATE SIGNED:** 08/13/2019**Total Attachments: 10**

source=jpmcrosstsa#page1.tif

source=jpmcrosstsa#page2.tif

source=jpmcrosstsa#page3.tif

source=jpmcrosstsa#page4.tif

source=jpmcrosstsa#page5.tif

source=jpmcrosstsa#page6.tif

source=jpmcrosstsa#page7.tif

source=jpmcrosstsa#page8.tif

source=jpmcrosstsa#page9.tif

source=jpmcrosstsa#page10.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 8, 2019, is executed by each of CROSS COUNTRY HOME SERVICES, INC., a Delaware corporation ("CC Home Services") and HMS NATIONAL, INC., a Florida corporation ("HMS National", and together with CC Home Services, collectively, the "Grantors" and each a "Grantor") in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to (or beneficiary of) the below-referenced Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of August 8, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among each of CROSS COUNTRY HOME HOLDINGS, INC., a Florida corporation ("CC Holdings" and the "Borrower" under the Credit Agreement), CC Home Services, TM INVESTMENT HOLDING LLC, a Delaware limited liability company ("TM Investment"), HWCE, INC., a Delaware corporation ("HWCE"), CONNECTED HOME, INC., a Delaware corporation ("Connected Home"), HMS National, CINCH HOME SERVICES, INC., a Delaware corporation ("Cinch"), OLD TM INC., a Delaware corporation ("Old TM"), HOMEOWNERS MARKETING SERVICES INTERNATIONAL, INC., a Florida corporation ("Homeowners Marketing"), and HMS INSURANCE AGENCY, INC., a Florida corporation ("HMS Insurance", and together with the Borrower, CC Home Services, TM Investment, HWCE, Connected Home, HMS National, Cinch, Old TM, and Homeowners Marketing, collectively, the "Loan Parties" and each a "Loan Party"), and the Administrative Agent, the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party thereto, has agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the terms of that certain Pledge and Security Agreement, dated as of August 8, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among each of the Loan Parties, any additional entities which subsequently become parties to the Security Agreement by executing a Security Agreement Supplement, and the Administrative Agent, each Loan Party has granted to the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to the Credit Agreement, a security interest in all of such Loan Party's right, title and interest in, to and under all Collateral (as such term is defined in the Security Agreement), including without limitation the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, the parties to the Credit Agreement contemplate and intend that the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party thereto, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement.

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

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Credit Agreement and/or the Security Agreement as applicable.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to the Credit Agreement, a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance of the Secured Obligations in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to the Credit Agreement, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

Each Grantor hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable United States government authority record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York. The provisions of Section 7.17 (Consent to Jurisdiction) and Section 7.18 (Waiver of Jury Trial) are hereby incorporated by reference, mutatis mutandis.

This Agreement 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 agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

GRANTORS:

CROSS COUNTRY HOME SERVICES, INC., as
Grantor

By: Margaret G. Ward
Name: Margaret G. Ward
Title: Authorized Officer

HMS NATIONAL, INC., as Grantor

By: Margaret G. Ward
Name: Margaret G. Ward
Title: Authorized Officer

Acknowledged and Agreed:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent and sole initial Lender

By: 

Name: Brian A. Keenan

Title: Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
HMS NATIONAL, INC.	HOMEOWNERS MARKETING SERVICES	4/7/1987	1,435,894
HMS NATIONAL, INC.	HOMEOWNERS ASSOCIATION OF AMERICA	4/7/1987	1,435,895
HMS NATIONAL, INC.	ONE YEAR WARRANTY & DESIGN	6/9/1987	1,442,428
HMS NATIONAL, INC.	HMS & DESIGN	9/27/1988	1,506,242
CROSS COUNTRY HOME SERVICES, INC.	TOTALPROTECT	7/27/1999	2,265,347
CROSS COUNTRY HOME SERVICES, INC.	HOME SURE	8/17/1999	2,270,968
CROSS COUNTRY HOME SERVICES, INC.	APPLIANCE BUYLINE	10/12/1999	2,286,030
CROSS COUNTRY HOME SERVICES, INC.	SYSTEMS PROTECT	8/28/2001	2,482,617
CROSS COUNTRY HOME SERVICES, INC.	PLUMBING PLUS	12/18/2001	2,520,394
CROSS COUNTRY HOME SERVICES, INC.	APPLIANCE PROTECT	1/1/2002	2,525,341
CROSS COUNTRY HOME SERVICES, INC.	KITCHENPROTECT (Stylized)	7/15/2003	2,738,789
CROSS COUNTRY HOME SERVICES, INC.	CROSS COUNTRY HOME SERVICES & DESIGN	7/22/2003	2739514
CROSS COUNTRY HOME SERVICES, INC.	HOME PROTECT	8/12/2003	2,750,666
HMS NATIONAL, INC.	MASTERPEACE PROTECTION PLAN	9/23/2003	2,767,286
CROSS COUNTRY HOME SERVICES, INC.	TAKING THE STRESS OUT OF HOME OWNERSHIP	4/19/2005	2,941,385

[Schedule A to Trademark Security Agreement]

**TRADEMARK
REEL: 006724 FRAME: 0205**

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
HMS NATIONAL, INC.	THE REAL ESTATE SUPPORT SOLUTION	5/24/2005	2,954,486
HMS NATIONAL, INC.	WE'VE GOT YOUR HOME COVERED	5/31/2005	2,957,761
HMS NATIONAL, INC.	HMS NATIONAL & DESIGN	1/24/2006	3,048,177
HMS NATIONAL, INC.	HMS NATIONAL	1/24/2006	3,048,178
CROSS HOME SERVICES, INC.	CENTRALPROTECT	11/14/2006	3,171,900
CROSS HOME SERVICES, INC.	WEEKENDSAVER	1/30/2007	3,204,322
CROSS HOME SERVICES, INC.	LINEPROTECT	7/24/2007	3,268,911
HMS NATIONAL, INC.	THINK HMS	7/24/2007	3,267,063
HMS NATIONAL, INC.	PROTECT YOUR EVERY MOVE	9/25/2007	3,298,588
CROSS HOME SERVICES, INC.	OUTSIDE SEWER LINEPROTECT	10/9/2007	3,307,892
CROSS HOME SERVICES, INC.	OUTSIDE WATER LINEPROTECT	10/9/2007	3,307,893
CROSS HOME SERVICES, INC.	OUTSIDE GAS LINEPROTECT	10/16/2007	3,313,205
CROSS HOME SERVICES, INC.	INSIDE ELECTRIC LINEPROTECT	10/16/2007	3,313,206
CROSS HOME SERVICES, INC.	INSIDE GAS LINEPROTECT	10/16/2007	3,313,207
HMS NATIONAL, INC.	REALPERKS	10/30/2007	3,322,198
CROSS HOME SERVICES, INC.	NOW YOU'RE PROTECTED	5/13/2008	3,427,359
CROSS HOME SERVICES, INC.	PLUMBINGPROTECT	6/3/2008	3,441,268
CROSS HOME SERVICES, INC.	A/ GUARDIAN GOLD & DESIGN	6/17/2008	3,447,332
CROSS HOME SERVICES, INC.	A/ GUARDIAN GOLD &	6/17/2008	3,447,333

[Schedule A to Trademark Security Agreement]

TRADEMARK
REEL: 006724 FRAME: 0206

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
HOME SERVICES, INC.	DESIGN		
CROSS COUNTRY HOME SERVICES, INC.	REFERRAL ASSISTANT	9/16/2008	3,502,151
HMS NATIONAL, INC.	PERFECT PLACE FOR BUILDING SALES	10/28/2008	3,524,578
CROSS COUNTRY HOME SERVICES, INC.	A/ GUARDIAN GOLD	12/23/2008	3,550,561
CROSS COUNTRY HOME SERVICES, INC.	A/ GUARDIAN	1/13/2009	3,561,473
CROSS COUNTRY HOME SERVICES, INC.	FURNACE AND A/C GUARDIAN GOLD	6/8/2010	3,800,381
CROSS COUNTRY HOME SERVICES, INC.	FURNACE GUARDIAN GOLD	6/15/2010	3,804,020
CROSS COUNTRY HOME SERVICES, INC.	FURNACE GUARDIAN GOLD	12/21/2010	3,894,434
CROSS COUNTRY HOME SERVICES, INC.	FURNACE AND A/C GUARDIAN GOLD	12/21/2010	3,894,436
CROSS COUNTRY HOME SERVICES, INC.	CLAIM NO CLAIM WARRANTY & DESIGN	1/18/2011	3,907,048
CROSS COUNTRY HOME SERVICES, INC.	CLAIM NO CLAIM HOME PROTECTION PLAN & DESIGN	8/9/2011	4,010,177
CROSS COUNTRY HOME SERVICES, INC.	RESIDENTIAL MD	12/13/2011	4,071,904
CROSS COUNTRY HOME SERVICES, INC.	REFERRAL ASSISTANT 24	12/27/2011	4,077,581
CROSS COUNTRY HOME SERVICES, INC.	SYSTEMS MD	5/1/2012	4,136,944
HMS NATIONAL, INC.	PROPERTY KEY & DESIGN	9/24/2013	4,408,438
CROSS COUNTRY HOME SERVICES, INC.	SURGEPROTECT	11/5/2013	4,429,880
CROSS COUNTRY HOME SERVICES, INC.	OPERATION APPLIANCE AID	4/15/2014	4,515,230

[Schedule A to Trademark Security Agreement]

TRADEMARK
REEL: 006724 FRAME: 0207

<u>Grantor</u>		<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
CROSS HOME INC.	COUNTRY SERVICES,	PRISM & DESIGN	4/7/2015	4,717,514
CROSS HOME INC.	COUNTRY SERVICES,	ELECTRONICSPROTECT & DESIGN	4/7/2015	4,717,515
CROSS HOME INC.	COUNTRY SERVICES,	CINCH (EU)	7/25/2018	17601311
CROSS HOME INC.	COUNTRY SERVICES,	MISCELLANEOUS DESIGN (CHECK MARK) (EU)	10/6/2018	17601345
CROSS HOME INC.	COUNTRY SERVICES,	CINCH (U.S.)	6/11/2019	5776150
CROSS HOME INC.	COUNTRY SERVICES,	MISCELLANEOUS DESIGN (CHECK MARK) (U.S.)	6/25/2019	5788425

[Schedule A to Trademark Security Agreement]

UNITED STATES TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Serial Number</u>
None.			

[Schedule A to Trademark Security Agreement]