

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Servpro Franchisor, LLC		10/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	5354786	SERVPRO	
Registration Number:	5354787	SERVPRO	
Registration Number:	4515470	HERE TO HELP	
Registration Number:	4548321	HEROREADY	
Registration Number:	4515449	HERE TO HELP	
Registration Number:	4253004	EMERGENCY READY PROFILE	
Registration Number:	4211823	EMERGENCY READY PROFILE	
Registration Number:	4495270	REAL GREEN	
Registration Number:	4488936	REAL GREEN	
Registration Number:	3884551	RESOURCE CENTER	
Registration Number:	3881639	READY FOR WHATEVER HAPPENS	
Registration Number:	3866131	DISASTER RECOVERY TEAM	
Registration Number:	3862268	DISASTER RECOVERY TEAM	
Registration Number:	3909279	READY FOR WHATEVER HAPPENS	
Registration Number:	3872314	SERVPRO	
Registration Number:	3847298		
Registration Number:	3417981	COMO SI NUNCA HUBIERA PASADO	
Registration Number:	3368163	SERVPRO	
Registration Number:	3361893	SERVPRO	
TRADEMARK			

CH \$815.00 5354786

Property Type	Number	Word Mark
Registration Number:	2920460	LIKE IT NEVER EVEN HAPPENED
Registration Number:	2993623	E-VIEWER
Registration Number:	2871004	MANAGER
Registration Number:	2940563	ERNET
Registration Number:	2592573	SCANER
Registration Number:	2557188	SCANER
Registration Number:	2175467	SERVPRONET
Registration Number:	1875570	
Registration Number:	1845906	SERVPRO
Registration Number:	1726156	SERVPRO
Registration Number:	1804022	SERVPRO
Registration Number:	1707245	SERVPRO
Registration Number:	1012436	DOMESTICARE

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	BLCK-692
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	10/03/2019

Total Attachments: 5
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of October 1, 2019, by SERVPRO FRANCHISOR, LLC, a Delaware limited liability company located at 801 Industrial Boulevard, Gallatin, Tennessee 37066 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee, located at 388 Greenwich Street, New York, New York 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of October 1, 2019, made by Servpro SPV Guarantor, LLC, a Delaware limited liability company, Servpro Franchisor, LLC, a Delaware limited liability company, Servpro Distribution, LLC, a Delaware limited liability company, and Servpro Assets, LLC, a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time as the grant and/or enforcement of the security interest will not cause such application

to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of October 1, 2019, by and among Servpro Master Issuer, LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (the "Indenture").

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

SERVPRO FRANCHISOR, LLC, as
Grantor






By: _____







Name: Matthew M. Preston

Title: Vice President, Chief Legal
Officer and Secretary

**Schedule 1
Trademarks**

Mark	U.S. Registration or Application Serial No.
SERVPRO	5354786
	5354787
HERE TO HELP	4515470
HEROREADY	4548321
HERE TO HELP	4515449
	4253004
EMERGENCY READY PROFILE	4211823
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LIKE IT NEVER EVEN HAPPENED	2920460
e-ViewER	2993623
ManagER	2871004
ERNET	2940563
<i>ScanER</i>	2592573
SCANNER	2557188

<i>Servpro</i> NET	2175467
	1875570
SERVPRO	1845906
	1726156
	1804022
	1707245
DOMESTICARE	1012436