

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM595449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNERGISTIC INTERNATIONAL LLC		09/01/2020	Limited Liability Company: TEXAS
MR. ELECTRIC LLC		09/01/2020	Limited Liability Company: TEXAS
MOLLY MAID, LLC		09/01/2020	Limited Liability Company: MICHIGAN
DWYER FRANCHISING LLC		09/01/2020	Limited Liability Company: DELAWARE
DRYER VENT WIZARD INTERNATIONAL LLC		09/01/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5817320	GLASS DOCTORX	
Registration Number:	5665848	MR. ELECTRIC	
Registration Number:	5814727	MOLLY MAID	
Registration Number:	5607563	N	
Registration Number:	5469964	NEIGHBORLY	
Serial Number:	88846155	DRYER VENT WIZARD	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		

CH \$165.00 5817320

Correspondent Name:	Daniel C. Pollick
Address Line 1:	Proskauer Rose LLP
Address Line 2:	Eleven Times Square
Address Line 4:	New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70578-032
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NAME OF SUBMITTER:	Daniel C. Pollick
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SIGNATURE:	/Daniel C. Pollick/
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DATE SIGNED:	09/01/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 1, 2020 is made by the Grantors (as identified below), in favor of Ares Capital Corporation, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, SYNERGISTIC INTERNATIONAL LLC, a Texas limited liability company, **MR. ELECTRIC LLC**, a Texas limited liability company, **MOLLY MAID, LLC**, a Michigan limited liability company, **DWYER FRANCHISING LLC**, a Delaware limited liability company and **DRYER VENT WIZARD INTERNATIONAL LLC**, a Michigan limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), owns the Trademark Collateral (as defined below and as set forth in the schedule attached hereto); and

WHEREAS, each Grantor is party to a Security Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of each such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by each Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks registered by or applied for in an IP Filing Office set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United States Patent and Trademark Office) of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to each Grantor (as applicable), all without delivery of any instrument or performance of any act by any Person; provided, however, at any Grantor’s request, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (or Grantors, as applicable) an instrument in writing confirming the release and termination of

the security interest in the Trademark Collateral granted hereby for filing with the relevant IP Filing Office.

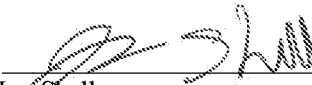
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

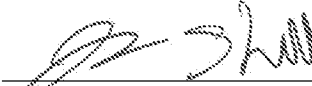
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNERGISTIC INTERNATIONAL LLC

By: 
Name: Jon Shell
Title: Treasurer

MR. ELECTRIC LLC

By: 
Name: Jon Shell
Title: Treasurer

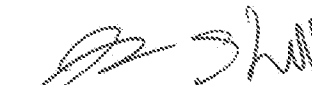
MOLLY MAID, LLC

By: 
Name: Jon Shell
Title: Chief Financial Officer & Treasurer

DWYER FRANCHISING LLC

By: 
Name: Jon Shell
Title: Chief Financial Officer & Treasurer

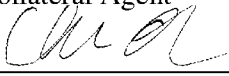
**DRYER VENT WIZARD INTERNATIONAL
LLC**

By: 
Name: Jon Shell
Title: Treasurer

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as the Collateral Agent

By:



Name: Mark Affolter

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. Synergistic International LLC:

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	GLASS DOCTORX	App 87935473 Reg 5817320	App 24-MAY-2018 Reg 30-JUL-2019

B. Mr. Electric LLC

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	MR. ELECTRIC	App 87935569 Reg 5665848	App 24-MAY-2018 Reg 28-JUL-2019

C. Molly Maid, LLC

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	MOLLY MAID	App 87936932 Reg 5814727	App 25-MAY-2018 Reg 23-JUL-2019

D. Dwyer Franchising, LLC

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	N	App 87152633 Reg 5607563	App 26-AUG-2016 Reg 13-NOV-2018
2.	NEIGHBORLY	App 86550381 Reg 5469964	App 02-MAR-2015 Reg 15-MAY-2018

E. Dryer Vent Wizard International LLC

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	DRYER VENT WIZARD	App 88846155 Reg N/A	App 24-MAR-2020 Reg N/A