

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Help At Home, LLC		10/29/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6024326	H	
Registration Number:	6023032	HELP AT HOME	
Registration Number:	4119741	HELP AT HOME INC.	
Registration Number:	4156147	HELP AT HOME INC.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2127013365		
Email:	ecarrera@cahill.com		
Correspondent Name:	Elaine Carrera, Senior Paralegal		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	41260.0340 (2nd Lien)		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/29/2020		

OP \$115.00 6024326

Total Attachments: 4

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of October 29, 2020 (this "Agreement"), among HELP AT HOME, LLC (the "Grantor") and JEFFERIES FINANCE LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of October 29, 2020 (the "Credit Agreement"), among HAH INTERMEDIATE LLC, a Delaware limited liability company ("Initial Holdings"), HAH GROUP HOLDING COMPANY LLC, a Delaware limited liability company (after giving effect to the Borrower Assumption, the "Borrower"), the Lenders party thereto and JEFFERIES FINANCE LLC, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of October 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

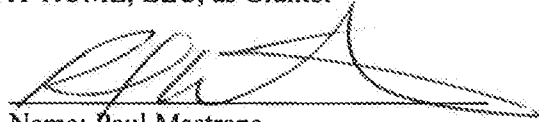
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HELP AT HOME, LLC, as Grantor

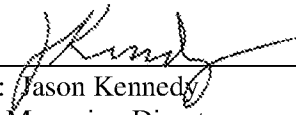
By:





Name: Paul Mastrapa

Title: Chief Executive Officer

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

Schedule I

<u>Trademark</u>	<u>Owner</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Reg. Number</u>	<u>Owned / Licensed</u>
	HELP AT HOME, LLC	31-MAR-2020	Registered	6024326	Owned
HELP AT HOME	HELP AT HOME, LLC	31-MAR-2020	Registered Section 2(F)	6023032	Owned
HELP AT HOME INC.	HELP AT HOME, LLC	27-MAR-2012	Registered Supplemental Register	4119741	Owned
	HELP AT HOME, LLC	12-JUN-2012	Registered	4156147	Owned