

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM614823

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|---|---|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC | | 12/09/2020 | Public Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | AmeriSpec L.L.C. | | |
| Street Address: | 150 Peabody Place | | |
| City: | Memphis | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 38103 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1497266 | AMERISPEC | |
| Registration Number: | 2524568 | AMERISPEC INSPECTION SERVICES | |
| Registration Number: | 2567087 | AMERISPEC SMART START LONG TERM SUCCESS | |
| Registration Number: | 2567088 | AMERISPEC SMART START | |
| Registration Number: | 2569725 | SMART START | |
| Registration Number: | 3958321 | ASK THE INSPECTOR | |
| Registration Number: | 3860652 | PROTECTION BEYOND THE INSPECTION | |
| Registration Number: | 3918093 | PROTECTION BEYOND THE INSPECTION | |
| Registration Number: | 2649445 | AMERISPEC HOME INSPECTION SERVICE | |
| Registration Number: | 4066523 | AMERISPEC INSPECTION SERVICES | |
| Registration Number: | 4066524 | AMERISPEC | |
| Registration Number: | 4066525 | | |
| Registration Number: | 1968902 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | ebensoul@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com | | |

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| Correspondent Name: | Elana D. Bensoul |
| Address Line 1: | PAUL WEISS RIFKIND WHARTON & GARRISON LLP |
| Address Line 2: | 1285 AVENUE OF THE AMERICAS |
| Address Line 4: | NEW YORK, NEW YORK 10019-6064 |

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| ATTORNEY DOCKET NUMBER: | 017514-116 |
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| NAME OF SUBMITTER: | Elana D. Bensoul |
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| SIGNATURE: | /edb/ |
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| DATE SIGNED: | 12/16/2020 |
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Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release"), dated as of December 9, 2020, is made by Barclays Bank PLC, in its capacity as collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 1, 2020 among RW Purchaser LLC, a Delaware limited liability company, the Guarantors party thereto and the Collateral Agent (as amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") and (ii) certain other Security Documents, including the Trademark Security Agreement dated as of October 1, 2020 between AmeriSpec L.L.C., a Delaware limited liability company (the "Grantor"), and the Collateral Agent (the "Trademark Security Agreement"), the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in the personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the following (all of the following items or types of property herein collectively referred to as the "Trademark Collateral"), whether now owned or existing hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark listed on Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office (the "USPTO") on October 1, 2020, at Reel 7066, Frame 0239;

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor, and the Collateral Agent has duly authorized the execution and performance of this Release; and

WHEREAS, capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Release of Security Interest. The Collateral Agent hereby releases, terminates, relinquishes and discharges its continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, and reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking, any and all of its right, title and interest in, to or under the Trademark Collateral under the Guarantee and Collateral Agreement, the Trademark Security Agreement and the other Security Documents.

2. Further Assurances. The Collateral Agent hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

3. Recordation. The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Collateral Agent's security interest in the Trademark Collateral and (iii) otherwise record or file this Release in the applicable governmental office or agency.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By: Martin P. Corrigan
Name: Martin Corrigan
Title: Vice President

SCHEDULE 1

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------------|--|--------------------------------|---------------------------------|
| US | AMERISPEC | 1497266 | 19-Jul-1988 |
| US | AMERISPEC INSPECTION SERVICES | 2524568 | 01-Jan-2002 |
| US | AMERISPEC SMART START LONG TERM SUCCESS - WEEK BY WEEK | 2567087 | 07-May-2002 |
| US | AMERISPEC SMART START | 2567088 | 07-May-2002 |
| US | SMART START | 2569725 | 14-May-2002 |
| US | ASK THE INSPECTOR | 3958321 | 10-May-2011 |
| US | PROTECTION BEYOND THE INSPECTION | 3860652 | 12-Oct-2010 |
| US | PROTECTION BEYOND THE INSPECTION | 3918093 | 08-Feb-2011 |
| US | AMERISPEC HOME INSPECTION SERVICE | 2649445 | 12-Nov-2002 |
| US | AMERISPEC INSPECTION SERVICES | 4066523 | 06-Dec-2011 |
| US | AMERISPEC | 4066524 | 06-Dec-2011 |
| US | (Device Only) | 4066525 | 06-Dec-2011 |
| US | (Device Only) | 1968902 | 16-Apr-1996 |