

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635477

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aire Serv SPV LLC		03/25/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIBANK, N.A., as trustee
<b>Street Address:</b>	388 Greenwich Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1890475	AIRE SERV
Registration Number:	1818574	AIRE SERV
Registration Number:	2763655	AIRE SERV
Registration Number:	1927783	AIRE SERV
Registration Number:	5111272	AIRE SERV HEATING & AIR CONDITIONING
Registration Number:	3215184	AIRESTREAM
Registration Number:	2763656	
Registration Number:	2729724	WE TREAT YOUR HOME LIKE IT IS OUR OWN
Registration Number:	2537342	WE'LL PUT YOU IN YOUR COMFORT ZONE
Registration Number:	2393392	YOUR COMFORT COMPANY
Registration Number:	2395615	YOUR COMFORT COMPANY

## CORRESPONDENCE DATA

Fax Number: 4048156555

*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: 4048156500

Email: byates@kilpatricktownsend.com

Correspondent Name: Barbara Yates, Paralegal

Address Line 1: 1100 Peachtree Street, Suite 2800

OP \$290.00 1890475

**Address Line 2:** c/o Kilpatrick Townsend & Stockton LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 1232560

**NAME OF SUBMITTER:** Barbara Yates

**SIGNATURE:** /Barbara Yates/

**DATE SIGNED:** 03/29/2021

**Total Attachments: 6**

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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 March 25, 2021, by Aire Serv SPV LLC, a Delaware limited liability company located at 1010 N University Parks Dr., Waco, TX 76707 ("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, registrations and applications 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 March 25, 2021, made by Neighborly SPV Guarantor LLC, Neighborly Assetco LLC, Aire Serv SPV LLC, Mr. Electric SPV LLC, The Grounds Guys SPV LLC, Rainbow International SPV LLC, Glass Doctor SPV LLC, Mr. Appliance SPV LLC, Mr. Rooter SPV LLC, Molly Maid SPV LLC, Mr. Handyman SPV, LLC, Five Star Painting SPV LLC, Window Genie SPV LLC, Real Property Management SPV LLC, Mosquito Joe SPV LLC, HouseMaster SPV LLC, Dryer Vent Wizard SPV LLC, ShelfGenie SPV LLC, Precision Door SPV LLC, ProTradeNet SPV LLC, Back Office SPV LLC and G-O Manufacturing SPV LLC, each 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 8.25(c) of the Base Indenture, dated as of March 25, 2021, by and among Neighborly Issuer LLC, a Delaware limited liability company, and Citibank, as Trustee and as Securities Intermediary (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") and 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.

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 Indenture.

1. The parties intend that this Notice is for recordation (and, if applicable, perfection) 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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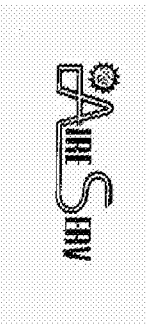
IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

AIRE SERV SPV LLC, as Grantor

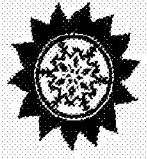

By: 

\_\_\_\_\_  
Name: Jon Shell  
Title: Treasurer

**Schedule 1  
Trademarks**

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	AIRE SERV	Registered Use	74254969 Mar 13, 1992	1890475 Apr 18, 1995	Aire Serv LLC	11 Residential and commercial oil, electric, gas, coal and propane heaters and air conditioners; replacement parts for the foregoing.	Sec 8/9 Renewal Deadline Apr 18, 2025
United States of America	AIRE SERV	Registered Use	74801431 Mar 13, 1992	1818574 Jan 25, 1994	Aire Serv LLC	37 Installation, maintenance and repair of heating and air conditioning equipment.	Sec 8/9 Renewal Deadline Jan 25, 2024
United States of America	AIRE SERV	Registered Use	76409673 May 17, 2002	2763655 Sep 16, 2003	Aire Serv LLC	09 Energy-saving thermostats	Sec 8/9 Renewal Deadline Sep 16, 2023
United States of America	AIRE SERV (stylized)	Registered Use	74572281 Sep 12, 1994	1927783 Oct 17, 1995	Aire Serv LLC	37 Installation, maintenance and repair of heating and air-conditioning equipment	Sec 8/9 Renewal Deadline Oct 17, 2025
United States of America	 AIRE SERV HEATING & AIR CONDITIONING (and design)	Registered Use	86928273 Mar 3, 2016	5111272 Dec 27, 2016	Aire Serv LLC	37 Installation, maintenance, and repair of residential and commercial heating and air conditioning equipment; residential and commercial air duct cleaning and repair services; residential and commercial energy loss and air quality building inspection services.	Sec 8 and/or 15 Filing Deadline Dec 27, 2022 Sec 8/9 Renewal Deadline Dec 27, 2026
United States of America	AIRESTREAM	Registered Use	78769967 Dec 9, 2005	3215184 Mar 6, 2007	Aire Serv LLC	16 Printed publications, namely, newsletters for franchisees and their associates in the field of installation, maintenance and repair of heating and air-conditioning equipment.	Sec 8/9 Renewal Deadline Mar 6, 2027

**TRADEMARK**

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	SNOWFLAKE IN SUN DESIGN 	Registered Use	76409674 May 17, 2002	2763656 Sep 16, 2003	Aire Serv LLC	09 Energy-saving thermostats. 37 Installation, maintenance, and repair of residential and commercial heating and air conditioning equipment; residential and commercial air duct cleaning and repair services; residential and commercial energy loss and air quality building inspection services.	Sec 8/9 Renewal Deadline Sep 16, 2023
United States of America	WE TREAT YOUR HOME LIKE IT IS OUR OWN	Registered Use	76069677 Jun 13, 2000	2729724 Jun 24, 2003	Aire Serv LLC	37 Installation, maintenance and repair of heating and air conditioning equipment.	Sec 8/9 Renewal Deadline Jun 24, 2023
United States of America	WE'LL PUT YOU IN YOUR COMFORT ZONE	Registered Use	76069676 Jun 13, 2000	2537342 Feb 5, 2002	Aire Serv LLC	37 Installation, maintenance and repair of heating and air conditioning equipment.	Sec 8/9 Renewal Deadline Feb 5, 2022
United States of America	YOUR COMFORT COMPANY	Registered Use	75804237 Sep 21, 1999	2393392 Oct 10, 2000	Aire Serv LLC	37 Installation, maintenance and repair of heating and air conditioning equipment.	Sec 8/9 Renewal Deadline Oct 10, 2020
United States of America	YOUR COMFORT COMPANY (stylized) 	Registered Use	75804238 Sep 21, 1999	2395615 Oct 17, 2000	Aire Serv LLC	37 Installation, maintenance and repair of heating and air conditioning equipment.	Sec 8/9 Renewal Deadline Oct 17, 2020

**TRADEMARK**