

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635482

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ShelfGenie SPV LLC		03/25/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4823802	EVERYTHING WITHIN REACH	
<b>Registration Number:</b>	4312757	SHELFGENIE DESIGNED TO TRANSFORM	
<b>Registration Number:</b>	4312756	SHELFGENIE DESIGNED TO TRANSFORM	
<b>Registration Number:</b>	4537493	SHELFGENIE	
<b>Registration Number:</b>	4787239	SHELFGENIE EVERYTHING WITHIN REACH	
<b>Registration Number:</b>	3546185	SHELFGENIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>			
<b>Phone:</b>	4048156500		
<b>Email:</b>	byates@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Barbara Yates, Paralegal		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	c/o Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	1232560		
<b>NAME OF SUBMITTER:</b>	Barbara Yates		
<b>SIGNATURE:</b>	/Barbara Yates/		

OP \$165.00 4823802

<b>DATE SIGNED:</b>	03/29/2021
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**Total Attachments: 6**

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## **FORM OF 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 ShelfGenie 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.

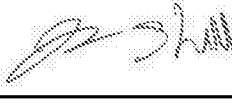
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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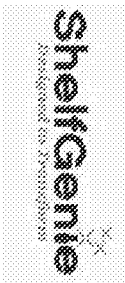
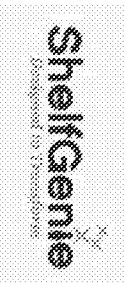
IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

SHELFGENIE SPV LLC, as Grantor

By: 

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

**Schedule 1  
Trademarks**

Country	Mark	Status/ Filing Basis	Serial No.	Reg. No.	Owner	Class/Description	Action
United States of America	EVERYTHING WITHIN REACH	Registered	86434014	4823802	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8 and/or 15 Filing Deadline Sep 29, 2021 Sec 8/9 Renewal Deadline Sep 29, 2025
United States of America	SHELF GENIE DESIGNED TO TRANSFORM & Design	Registered	85697478	4312757	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8/9 Renewal Deadline Apr 2, 2023
United States of America							
United States of America	SHELF GENIE DESIGNED TO TRANSFORM & Design	Registered	85697476	4312756	Shelfgenie Franchise Systems, LLC	42 Consultation in the field of design of custom shelving; custom design of shelving, closets, storage, and organization units.	Sec 8/9 Renewal Deadline Apr 2, 2023
United States of America							
United States of America	SHELF GENIE	Registered	86093086	4537493	Shelfgenie Franchise Systems, LLC	20 Cabinets and shelving.	Sec 8/9 Renewal Deadline May 27, 2024
United States of America	SHELF GENIE EVERYTHING WITHIN REACH	Registered	86334407	4787239	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8 and/or 15 Filing Deadline Aug 4, 2021 Sec 8/9 Renewal Deadline Aug 4, 2025
United States of America						42 Consultation in the field of design of custom shelving; custom design of shelving, closets, storage, and organization units.	

**TRADEMARK**

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	SHELLFGENIE	Registered	77388393 Feb 5, 2008	3546185 Dec 16, 2008	Shelfgenie Franchise Systems, LLC	37 Installation of custom shelving for others 42 Custom design of shelving, consultation in the field of design of custom shelving.	Sec 8/9 Renewal Deadline Dec. 1 2028

**TRADEMARK**

REEL: 007237 FRAME: 0259

RECORDED: 03/30/2021