

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Handyman SPV LLC		03/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as trustee		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3102217		
Registration Number:	2755918	HANDYPLAN	
Registration Number:	2600952	MR. HANDYMAN	
Registration Number:	2834696	MR. HANDYMAN	
Registration Number:	2620745	MR. HANDYMAN	
Registration Number:	3734955	MRHANDYMAN.COM	
Registration Number:	3734956	MRHANDYMAN.COM	
Registration Number:	2714368	MY HANDYMAN	
Registration Number:	2985119	MY HANDYMAN	
Registration Number:	2822956	ON TIME. DONE RIGHT.	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4048156500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Barbara Yates, Paralegal		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		

OP \$265.00 3102217

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: 7

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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 Mr. Handyman 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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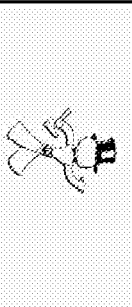


IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

MR. HANDYMAN SPV LLC, as Grantor

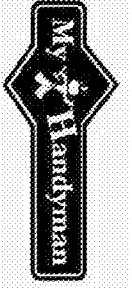
By: 

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	AMERICA'S MOST TRUSTED HANDYMAN	Registered	78672536 Jul 18, 2005	3086928 Apr 25, 2006	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Apr 25, 2026
United States of America	HANDYMAN FIGURINE LOGO 	Registered	78562127 Feb 7, 2005	3102217 Jun 6, 2006	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Jun 6, 2026
United States of America	HANDYPLAN	Registered	76467609 Nov 18, 2002	2755918 Aug 26, 2003	Mr. Handyman International, LLC	37 Home repair and general maintenance services, namely, an annual maintenance program which provides four quarterly home inspections, discounted rates, customized plans and flexible payment options	Sec 8/9 Renewal Deadline Aug 26, 2023
United States of America	MR. HANDYMAN	Registered	76314362 Sep 19, 2001	2600952 Jul 30, 2002	Mr. Handyman International, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline Jul 30, 2022
United States of America	MR. HANDYMAN	Registered	78271303 Jul 8, 2003	2834696 Apr 20, 2004	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Apr 20, 2024
United States of America	MR. HANDYMAN (and design) 	Registered	76278105 Jun 29, 2001	2620745 Sep 17, 2002	Mr. Handyman International, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline Sep 17, 2022
United States of America		Registered	76278105 Jun 29, 2001	2620745 Sep 17, 2002	Mr. Handyman International, LLC	37 Home repair and general maintenance.	Sec 8/9 Renewal Deadline Sep 17, 2022

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United States of America	MRHANDYMAN.COM	Registered	77560486 Sep 2, 2008	3734955 Jan 5, 2010	Mr. Handyman International, LLC	35 Franchise services, namely, offering assistance in the establishment and operation of a home repair and general maintenance business; franchise consultancy services; business advice relating to franchising; advertising; business management; business administration.	Sec 8/9 Renewal Deadline Jan 5, 2030
United States of America	MRHANDYMAN.COM	Registered	77560488 Sep 2, 2008	3734956 Jan 5, 2010	Mr. Handyman International, LLC	37 Home repair and general maintenance services; building construction; installation services, namely, bricklaying, ceiling fan installation, kitchen appliance installation, window and door installation, drywall installation and repair, window shade and blind installation, tile installation and repair, fence installation and repair, installation and repair of cabinets, counter-tops, molding, trim, shelving, decks, ramps and hand rails.	Sec 8/9 Renewal Deadline Jan 5, 2030
United States of America	MY HANDYMAN	Registered	76277643 Jun 28, 2001	2714368 May 6, 2003	Mr. Handyman International, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline May 6, 2023
United States of America	MY HANDYMAN (and design) 	Registered	78340633 Dec 15, 2003	2985119 Aug 16, 2005	Mr. Handyman International LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline Aug 16, 2025
United States of America						37 Home repair and general maintenance services.	

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United States of America	ON TIME . DONE RIGHT .	Registered	76520297 Jun 6, 2003	28222956 Mar 16, 2004	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Mar 16, 2024

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