

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.H. Franchising Systems, Inc.		04/01/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2202376	HOME HELPERS	
Registration Number:	2356367	DIRECT LINK	
Registration Number:	3933329	CARING HEARTS	
Registration Number:	4028326	HOME HELPERS	
Registration Number:	4028631	HOME HELPERS	
Registration Number:	4105354	MAKING LIFE EASIER	
Registration Number:	4517783	TAKING CARE OF THE GREATEST GENERATION .	
Registration Number:	4619763	HOME HELPERS	
Registration Number:	5841478	EXCEPTIONAL CARE. EXCEPTIONAL CAREGIVERS	
Registration Number:	5896722	HOME HELPERS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$265.00 2202376

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	04/01/2021
Total Attachments: 5 source=madison home helpers trademark security agreement final (2021)#page1.tif source=madison home helpers trademark security agreement final (2021)#page2.tif source=madison home helpers trademark security agreement final (2021)#page3.tif source=madison home helpers trademark security agreement final (2021)#page4.tif source=madison home helpers trademark security agreement final (2021)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2021 (this “Trademark Security Agreement”), made by H.H. FRANCHISING SYSTEMS, INC., an Ohio corporation (the “Grantor”), in favor of MADISON CAPITAL FUNDING LLC, as Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HOME HELPERS BUYER, INC., a Delaware corporation, Holdings, each Lender from time to time party thereto, MADISON CAPITAL FUNDING LLC, as Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined herein have the respective meanings given to them in the Guarantee and Collateral Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As collateral security for the prompt and complete payment and performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title or interest in or to any and all of the Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest; provided that the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Guarantee and Collateral Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement, and Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark

Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to Agent and a counterpart hereof shall have been executed on behalf of Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

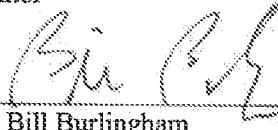
SECTION 6. **APPLICABLE LAW.** **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with its terms and written request of the Grantor, Agent shall promptly execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

H.H. FRANCHISING SYSTEMS, INC.,
as Grantor

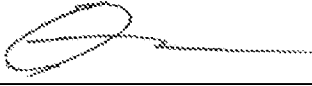
By: 
Name: Bill Burlingham
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007241 FRAME: 0591

Accepted and Agreed:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Curtis Krumreich
Title: Vice President

SCHEDULE I

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Trademark	Trademark Registration Number	Date of Application	Date of Registration
H.H. Franchising Systems, Inc.	HOME HELPERS (standard character mark)	2202376	2-Jun-1997	3-Nov-1998
H.H. Franchising Systems, Inc.	DIRECT LINK	2356367	6-Jan-1999	6-Jun-2000
H.H. Franchising Systems, Inc.	CARING HEARTS	3933329	7-Aug-2009	22-Mar-2011
H.H. Franchising Systems, Inc.	HOME HELPERS Logo (design mark)	4028326	9-Feb-2011	20-Sep-2011
H.H. Franchising Systems, Inc.	HOME HELPERS (standard character mark)	4028631	24-Feb-2011	20-Sep-2011
H.H. Franchising Systems, Inc.	MAKING LIFE EASIER	4105354	14-Jul-2011	28-Feb-2012
H.H. Franchising Systems, Inc.	TAKING CARE OF THE GREATEST GENERATION ... YOURS	4517783	16-Sep-2013	22-Apr-2014
H.H. Franchising Systems, Inc.	HOME HELPERS (standard character mark)	4619763	16-Sep-2013	14-Oct-2014
H.H. Franchising Systems, Inc.	EXCEPTIONAL CARE. EXCEPTIONAL CAREGIVERS.	5841478	28-Mar-2019	20-Aug-2019
H.H. Franchising Systems, Inc.	Stylized HOME HELPERS (design mark)	5896722	25-Apr-2019	29-Oct-2019

2. TRADEMARK APPLICATIONS

None.