

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Five Star Painting SPV LLC		03/25/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
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: 7			
Property Type	Number	Word Mark	
Registration Number:	4840695	FIVE STAR PAINTING	
Registration Number:	3871817	FIVE STAR PAINTING	
Registration Number:	5218960	FIVE STAR PAINTING	
Registration Number:	2072765	PROTECT PAINTERS	
Registration Number:	3876198	PROTECT PAINTERS	
Registration Number:	3876200	PROTECT PAINTERS	
Registration Number:	3876595	PROTECT PAINTERS	
CORRESPONDENCE DATA			
Fax Number:	3366077500		
<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:	336-607-7513		
Email:	mjarrell@kilpatricktownsend.com		
Correspondent Name:	Michelle Jarrell, Paralegal		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	1232560		
NAME OF SUBMITTER:	Tiffani D. Otey		
SIGNATURE:	/Tiffani D. Otey/		

OP \$190.00 4840695

DATE SIGNED:	04/05/2021
---------------------	------------

Total Attachments: 6

source=V.F.01.10 Notice of Grant of Security Interest in Trademarks (Five Star Painting)#page1.tif
source=V.F.01.10 Notice of Grant of Security Interest in Trademarks (Five Star Painting)#page2.tif
source=V.F.01.10 Notice of Grant of Security Interest in Trademarks (Five Star Painting)#page3.tif
source=V.F.01.10 Notice of Grant of Security Interest in Trademarks (Five Star Painting)#page4.tif
source=V.F.01.10 Notice of Grant of Security Interest in Trademarks (Five Star Painting)#page5.tif
source=V.F.01.10 Notice of Grant of Security Interest in Trademarks (Five Star Painting)#page6.tif

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 Five Star Painting 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.

[Remainder of this page intentionally left blank]

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.

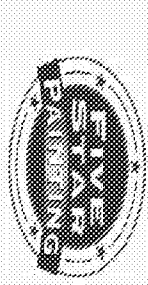
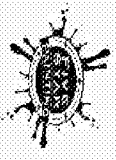
FIVE STAR PAINTING SPV LLC, as
Grantor

By:  _____

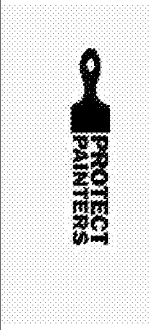
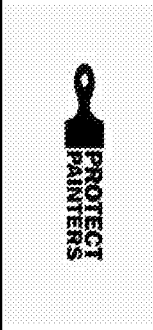
Name: Jon Shell

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	FIVE STAR PAINTING	Registered	86560700 Mar 11, 2015	4840695 Oct 27, 2015	Five Star Painting, LLC	37 Residential, commercial and industrial painting services; gutter installation and repair services; pressure washing services; concrete cleaning services; carpentry services.	Sec 8 and/or 15 Filing Deadline Oct 27, 2021 Sec 8/9 Renewal Deadline Oct 27, 2025
United States of America	FIVE STAR PAINTING (and design)	Registered	770899678 Jan 24, 2007	3871817 Nov 9, 2010	Five Star Painting, LLC	37 Residential, commercial, and industrial painting and renovation of buildings services. 42 Interior decorating.	Sec 8/9 Renewal Deadline Nov 9, 2030
United States of America	FIVE STAR PAINTING (and design) 	Registered	86562182 Mar 12, 2015	5218960 Jun 6, 2017	Five Star Painting, LLC	37 Residential, commercial and industrial painting services; gutter installation and repair services; pressure washing services; concrete cleaning services; carpentry services.	Sec 8 and/or 15 Filing Deadline Jun 6, 2023 Sec 8/9 Renewal Deadline Jun 6, 2027
United States of America		Registered	75028779 Nov 29, 1995	2072765 Jun 17, 1997	Five Star Painting, LLC	37 Interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Jun 17, 2027
United States of America	PROTECT PAINTERS	Registered	77959955 Mar 16, 2010	3876198 Nov 16, 2010	Five Star Painting, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of businesses offering interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	 PROTECT PAINTERS BRUSH LOGO	Registered	77959980 Mar 16, 2010	3876200 Nov 16, 2010	Five Star Painting, LLC	37 Interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030
United States of America	 PROTECT PAINTERS BRUSH LOGO	Registered	85004114 Apr 1, 2010	3876595 Nov 16, 2010	Five Star Painting, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of businesses offering interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030

TRADEMARK