TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM635232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of a Security Interest in Trademarks Recorded at Reel 7049, Frame 0634

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		03/25/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Synergistic International LLC		
Street Address:	1010 N University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: TEXAS		
Name:	Mr. Electric LLC		
Street Address:	1010 N University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: TEXAS		
Name:	Molly Maid, LLC		
Street Address:	1010 N University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: MICHIGAN		
Name:	Dwyer Franchising LLC		
Street Address:	1010 N University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code: 76707			
Entity Type: Limited Liability Company: DELAWARE			
Name:	Dryer Vent Wizard International LLC		
Street Address:	37735 Enterprise Court, Suite		
City:	Farmington Hills		

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State/Country:	MICHIGAN
Postal Code:	48331
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5817320	GLASS DOCTORX
Registration Number:	5665848	MR. ELECTRIC
Registration Number:	5814727	MOLLY MAID
Registration Number:	5607563	N
Registration Number:	5469964	NEIGHBORLY
Serial Number:	88846155	DRYER VENT WIZARD

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1119931-0133-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	03/29/2021	

Total Attachments: 4

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TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS

March 25, 2021

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of March 25, 2020 by ARES CAPITAL CORPORATION, in its capacity as collateral agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of SYNERGISTIC INTERNATIONAL LLC, a Texas limited liability company, MR. ELECTRIC LLC, a Texas limited liability company, MOLLY MAID, LLC, a Michigan limited liability company, DWYER FRANCHISING LLC, a Delaware limited liability company and DRYER VENT WIZARD INTERNATIONAL LLC, a Michigan limited liability company (each a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to the Credit Agreement, dated as of May 31, 2018 (as amended by that certain First Amendment and Waiver to Credit Agreement, dated as of August 10, 2018, that certain Second Amendment to Credit Agreement, dated as of August 24, 2018, that certain Third Amendment to Credit Agreement, dated as of August 14, 2020, and as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among TDG INTERMEDIATE, LLC, NEIGHBORLY COMPANY (f/k/a TDG GROUP HOLDING COMPANY), the lenders from time to time party thereto, the Collateral Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Security Agreement, dated as of May 31, 2018 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement, dated as of September 1, 2020, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 7049, Frame 0634, on September 2, 2020 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Guaranty and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of March 25, 2021, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly each Grantor has requested, and the Collateral

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Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the Collateral Agent hereby agrees as follows:

- 1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
- Release of Security Interest; Further Assurances. The Collateral Agent, without any representation and warranty by or any recourse to the Collateral Agent, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to each Grantor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Grantors and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).
- 3. <u>Electronic Delivery</u>. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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TRADEMARK REEL: 007246 FRAME: 0072 IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION, as Administrative Agent

By: _____

Name: <u>David Schwartz</u>

Title: <u>Authorized Signatory</u>

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. Synergistic International LLC:

PiO.	Trademark	Registration No.	-
1.	GLASS DOCTORX	App 87935473 Reg 5817320	App 24-MAY-2018 Reg 30-JUL-2019

B. Mr. Electric LLC

		Registration No.	Application Date/ Registration Date
1.	MR. ELECTRIC	App 87935569 Reg 5665848	App 24-MAY-2018 Reg 28-JUL-2019

C. Molly Maid, LLC

_ 	Trademark		Registration Date
1.	MOLLY MAID	App 87936932 Reg 5814727	App 25-MAY-2018 Reg 23-JUL-2019

D. <u>Dwyer Franchising, LLC</u>

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	N	App 87152633 Reg 5607563	App 26-AUG-2016 Reg 13-NOV-2018
2.	NEIGHBORLY	App 86550381 Reg 5469964	App 02-MAR-2015 Reg 15-MAY-2018

E. Dryer Vent Wizard International LLC

No.	i radem			Registration No.	Application Date/ Registration Date
1.	DRYER	VENT W	VIZARD	App 88846155 Reg N/A	App 24-MAR-2020 Reg N/A

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RECORDED: 03/29/2021