

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dwyer Franchising LLC		03/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Neighborly SPV Guarantor LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	DELAWARE		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5607563	N	
Registration Number:	5347941	N	
Registration Number:	5469964	NEIGHBORLY	
Registration Number:	5365894	NEIGHBORLY	
Registration Number:	5365895	NEIGHBORLY	
CORRESPONDENCE DATA			
Fax Number:	3367342617		
<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 7503		
Email:	tmadmin@kilpatricktownsend.com		
Correspondent Name:	Tiffani D. Otey		
Address Line 1:	1001 West Fourth Street		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101-2400		
NAME OF SUBMITTER:	Kimberly Weems		
SIGNATURE:	/Kimberly Weems/		
DATE SIGNED:	03/29/2021		

OP \$140.00 5607563

Total Attachments: 26

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 25th day of March, 2021 is made and entered into by and between Dwyer Franchising LLC ("Assignor") and Neighborly SPV Guarantor LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks (including all goodwill symbolized thereby and associated therewith), and the Parties wish to record such assignment with the relevant trademark offices:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Pursuant to the Contribution Agreement, Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all powers and rights of Assignor under the Trademarks, including without limitation, legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the trademark office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in digital or electronic form (including via .pdf signature) and in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

DWYER FRANCHISING LLC

By:  _____

Name: Jon Shell
Title: Chief Financial Officer and Treasurer

ASSIGNEE:

NEIGHBORLY SPV GUARANTOR LLC

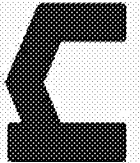
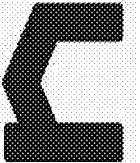
By:  _____

Name: Jon Shell
Title: Treasurer

Signature Page to Trademark Assignment

Schedule A

Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	HOUSE LOGO 	Registered	87152633 Aug 26, 2016	5607563 Nov 13, 2018	Dwyer Franchising LLC	42 Temporary electronic storage of information relating to service providers used by homeowners for household tasks, home repair projects and home maintenance projects; providing temporary use of on-line non-downloadable software for use by homeowners to manage and track household tasks, home repair projects and home maintenance projects.	Sec 8 and/or 15 Filing Deadline Nov 13, 2024 Sec 8/9 Renewal Deadline Nov 13, 2028
United States of America	HOUSE LOGO 	Registered	87975906 Aug 26, 2016	5347941 Nov 28, 2017	Dwyer Franchising LLC	35 Information services, namely, providing consumer information to homeowners about service providers available for home repair projects and home maintenance projects; providing client referral programs for commercial and residential plumbing service, electrical service, appliance service, glass repair and installation service, heating and air conditioning service; providing client referral programs for disaster restoration service, namely, restoring building interiors, carpet and furnishings damaged by fire, water, smoke and other disasters and commercial and residential building cleaning and mold prevention service and carpet, upholstery and drapery cleaning, spot, stain removal service; providing client referral programs for carpet, drapery and upholstery deodorizing service; providing client referral programs for professional lawn and grounds care service; providing client referral programs for residential, commercial, and industrial painting services; providing client referral programs for gutter installation and repair services, pressure washing services, concrete cleaning services, and carpentry services; providing client referral programs for home repair and general maintenance services; providing client referral programs for residential and commercial cleaning services, including temporary maid services.	Sec 8 and/or 15 Filing Deadline Nov 28, 2023 Sec 8/9 Renewal Deadline Nov 28, 2027

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	NEIGHBORLY	Registered	86550381 Mar 2, 2015	5469964 May 15, 2018	Dwyer Franchising LLC D/B/A Neighborly	36 Agency services in the field of bonds and other securities; investment advice, investment management, investment consultation and investment of funds for others related to government bonds and other financial instruments; Financial services, namely, facilitation and administration of transactions in the nature of assisting others with the completion of financial transactions for government bonds or other types of financial investments; Providing a web site featuring information on government bonds and other financial instruments; Transfer agency services rendered to issuers of government bonds and other financial instruments for the purpose of connecting with underwriters, bidders, purchasers, and/or subsequent sellers of such bonds and financial instruments; Financial consulting and advisory services. 41 Educational services, namely, providing classes, seminars, conferences, workshops, webinars and publication of white papers, all in the field of government bonds and other financial instruments. 42 Providing temporary use of on-line non-downloadable software and software platforms for the purpose of connecting issuers of government bonds and other financial instruments with underwriters, bidders, purchasers, and/or subsequent sellers of such bonds and financial instruments, and for enabling business transactions between such parties.	Sec 8 and/or 15 Filing Deadline May 15, 2024 Sec 8/9 Renewal Deadline May 15, 2028
United	NEIGHBORLY	Registered	87152626	5365894	Dwyer Franchising	35 Information services, namely, providing	Sec 8 and/or 15 Dec 26,

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
States of America			Aug 26, 2016	Dec 26, 2017	LLC	<p>consumer information to homeowners about service providers available for home repair projects and home maintenance projects; providing client referral programs for commercial and residential plumbing service, electrical service, appliance service, glass repair and installation service, heating and air conditioning service; providing client referral programs for disaster restoration service, namely, restoring building interiors, carpet and furnishings damaged by fire, water, smoke and other disasters and commercial and residential building cleaning and mold prevention service and carpet, upholstery and drapery cleaning, spot, stain removal service; providing client referral programs for carpet, drapery and upholstery deodorizing service; providing client referral programs for professional lawn and grounds care service; providing client referral programs for residential, commercial, and industrial painting services; providing client referral programs for gutter installation and repair services, pressure washing services, concrete cleaning services, and carpentry services; providing client referral programs for home repair and general maintenance services; providing client referral programs for residential and commercial cleaning services, including temporary maid services.</p> <p>42</p> <p>Temporary electronic storage of information relating to service providers used by homeowners for household tasks, home repair projects and home maintenance projects; providing temporary use of on-line non-downloadable software for use by homeowners to manage and track household tasks, home repair projects</p>	<p>Filing Deadline 2023</p> <p>Sec 8/9 Renewal Deadline Dec 26, 2027</p>

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	NEIGHBORLY (stylized) neighborly	Registered	87152638 Aug 26, 2016	5365895 Dec 26, 2017	Dwyer Franchising LLC	<p>and home maintenance projects.</p> <p>35 Information services, namely, providing consumer information to homeowners about service providers available for home repair projects and home maintenance projects; providing client referral programs for commercial and residential plumbing service, electrical service, appliance service, glass repair and installation service, heating and air conditioning service; providing client referral programs for disaster restoration service, namely, restoring building interiors, carpet and furnishings damaged by fire, water, smoke and other disasters and commercial and residential building cleaning and mold prevention service and carpet, upholstery and drapery cleaning, spot, stain removal service; providing client referral programs for carpet, drapery and upholstery deodorizing service; providing client referral programs for professional lawn and grounds care service; providing client referral programs for residential, commercial, and industrial painting services; providing client referral programs for gutter installation and repair services, pressure washing services, concrete cleaning services, and carpentry services; providing client referral programs for home repair and general maintenance services; providing client referral programs for residential and commercial cleaning services, including temporary maid services.</p> <p>42 Temporary electronic storage of information relating to service providers used by homeowners for household tasks, home repair projects and home maintenance projects; providing temporary use of on-line non-</p>	<p>Sec 8 and/or 15 Filing Deadline Dec 26, 2023</p> <p>Sec 8/9 Renewal Deadline Dec 26, 2027</p>

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
						downloadable software for use by homeowners to manage and track household tasks, home repair projects and home maintenance projects.	

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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AMERICAS 106943074

REGISTERED TRADEMARK

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Owner	[REDACTED]
Class/Description	[REDACTED]
Action	[REDACTED]

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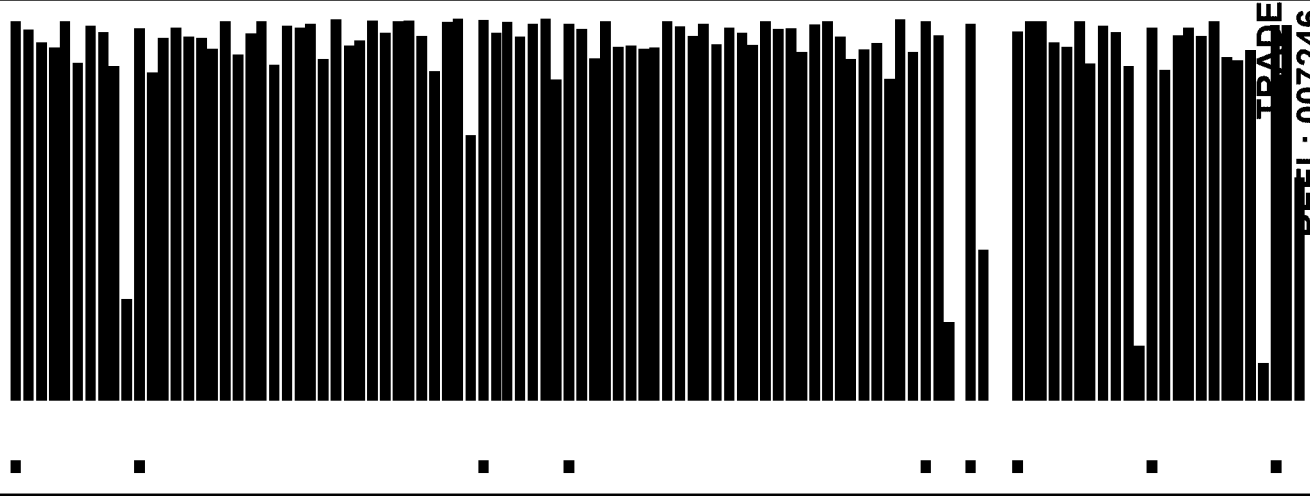
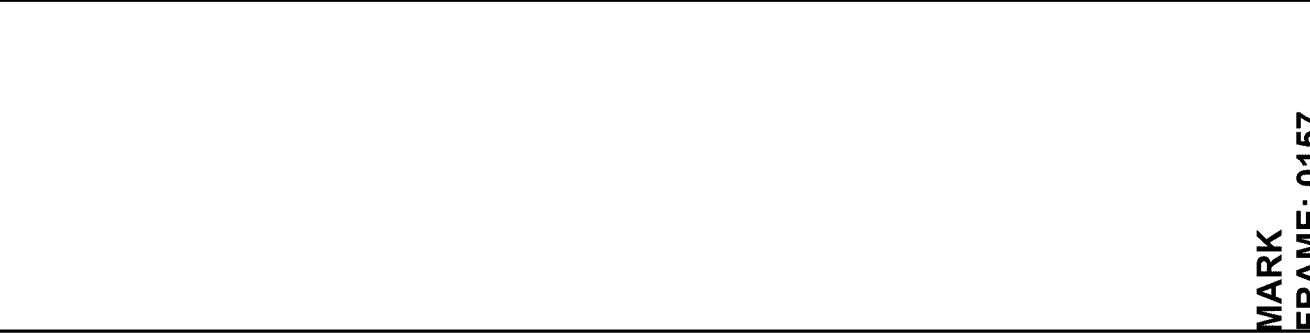
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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
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