

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637298

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mosquito Joe 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: 20

Property Type	Number	Word Mark
Registration Number:	5311448	BEAT THE BLOODSUCKERS
Registration Number:	5311456	BEAT THE BLOODSUCKERS
Registration Number:	4940421	BECAUSE A YARD IS A TERRIBLE THING TO WA
Registration Number:	4940418	DID YOU MEAN TO DONATE BLOOD ON THE WAY
Registration Number:	4940420	GET YOUR OUTSIDE ON.
Registration Number:	4940411	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.
Registration Number:	4940424	KEEP THE MOSQUITOS OFF THE GUEST LIST.
Registration Number:	4431937	MOJO
Registration Number:	5311462	MOJO BITES BACK
Registration Number:	5311441	MOJO BITES BACK
Registration Number:	3858271	MOSQUITO JOE
Registration Number:	4550144	MOSQUITO JOE
Registration Number:	4940429	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO
Registration Number:	4431938	OUTSIDE IS FUN AGAIN.
Registration Number:	4940416	PLAYTIME IS BACK.
Registration Number:	4767454	SHARE THE MOJO
Registration Number:	4940408	STOP SMACKING YOURSELF IN THE FACE.
Registration Number:	4940409	TIRED OF BEING THE MAIN COURSE IN YOUR O
Registration Number:	5311046	WE'RE NOT YOUR AVERAGE JOE.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4940422	YOUR BACKYARD, OUR BATTLEFIELD.

CORRESPONDENCE DATA

Fax Number: 3367342617
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: 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:	04/06/2021

Total Attachments: 8

source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page1.tif
source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page2.tif
source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page3.tif
source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page4.tif
source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page5.tif
source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page6.tif
source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page7.tif
source=Notice of Grant of Security Interest in Trademarks - Mosquito Joe SPV LLC to Citibank, N.A#page8.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 Mosquito Joe 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.

MOSQUITO JOE 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	BEAT THE BLOODSUCKERS BEAT THE BLOODSUCKERS	Registered	87451473 May 16, 2017	5311448 Oct 17, 2017	Mosquito Joe IP, LLC	36 Charitable fundraising services; online charitable fundraising.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	BEAT THE BLOODSUCKERS	Registered	87460465 May 23, 2017	5311456 Oct 17, 2017	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	BECAUSE A YARD IS A TERRIBLE THING TO WASTE.	Registered	86696364 Jul 17, 2015	4940421 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	DID YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBOX DID YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBOX?	Registered	86696351 Jul 17, 2015	4940418 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	GET YOUR OUTSIDE ON. GET YOUR OUTSIDE ON.	Registered	86696356 Jul 17, 2015	4940420 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026

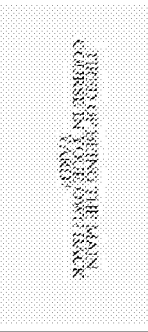
TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	HAVENT SEEN YOU OUTSIDE IN A WHILE.	Registered	86696282 Jul 17, 2015	4940411 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	KEEP THE MOSQUITO SOFF THE GUEST LIST.	Registered	86696387 Jul 17, 2015	4940424 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	MOJO	Registered	85880745 Mar 20, 2013	4431937 Nov 12, 2013	Mosquito Joe IP, LLC	37 Pest control.	Sec 8/9 Renewal Deadline Nov 12, 2023
United States of America	MOJO BITES BACK	Registered	87468203 May 30, 2017	5311462 Oct 17, 2017	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	MOJO BITES BACK	Registered	87443700 May 10, 2017	5311441 Oct 17, 2017	Mosquito Joe IP, LLC	36 Charitable fundraising services; online charitable fundraising.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	MOJO BITES BACK						
United States of America	MOSQUITO JOE	Registered	77893952 Dec 15, 2009	3858271 Oct 5, 2010	Mosquito Joe IP, LLC	37 Pest control.	Sec 8/9 Renewal Deadline Oct 5, 2030
United States of America	MOSQUITO JOE & DESIGN	Registered	85880749 Mar 20, 2013	4550144 Jun 17, 2014	Mosquito Joe IP, LLC	37 Mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8/9 Renewal Deadline Jun 17, 2024

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MOSQUITOS, TICKS AND FLEAS, JOES ONTO YOU.	Registered	86696424 Jul 17, 2015	4940429 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	OUTSIDE IS FUN AGAIN.	Registered	85880747 Mar 20, 2013	4431938 Nov 12, 2013	Mosquito Joe IP, LLC	37 Pest control.	Sec 8/9 Renewal Deadline Nov 12, 2023
United States of America	PLAYTIME IS BACK.	Registered	86696322 Jul 17, 2015	4940416 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America	SHARE THE MOJO	Registered	86364910 Aug 13, 2014	4767454 Jul 7, 2015	Mosquito Joe IP, LLC	35 Customer referral services in the field of mosquito and other pest control services; promoting goods and services in the field of mosquito and other pest control services by providing incentives to existing customers to provide referrals to potential customers; promoting goods and services in the field of mosquito and other pest control services by providing incentives to existing customers to provide referrals to friends, family and potential customers using social networks, email or face-to-face.	Sec 8 and/or 15 Filing Deadline Jul 7, 2021 Sec 8/9 Renewal Deadline Jul 7, 2025
United States of America	STOP SMACKING YOURSELF IN THE FACE.	Registered	86696265 Jul 17, 2015	4940408 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	TIPED OF BEING THE MAIN COURSE IN YOUR BACK YARD?	Registered	86696271 Jul 17, 2015	4940409 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026
United States of America							
United States of America	WE'RE NOT YOUR AVERAGE JOE.	Registered	87388158 Mar 28, 2017	5311046 Oct 17, 2017	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Oct 17, 2023 Sec 8/9 Renewal Deadline Oct 17, 2027
United States of America	YOUR BACKYARD, OUR BATTLEFIELD.	Registered	86696369 Jul 17, 2015	4940422 Apr 19, 2016	Mosquito Joe IP, LLC	37 Pest control services, other than for agriculture, horticulture, and forestry; mosquito and other insect treatment and spraying services to improve the habitat for use by people and pets.	Sec 8 and/or 15 Filing Deadline Apr 19, 2022 Sec 8/9 Renewal Deadline Apr 19, 2026

TRADEMARK