

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glass Doctor 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: 15			
Property Type	Number	Word Mark	
Registration Number:	3375201	G12	
Registration Number:	1066929	GLASS DOCTOR	
Registration Number:	4767822	GLASS DOCTOR	
Registration Number:	5817320	GLASS DOCTORX	
Registration Number:	2336348		
Registration Number:	4767926	GLASS DOCTOR HOME · AUTO · BUSINESS WE F	
Registration Number:	3115870	GLASS DOCTOR UNIVERSITY	
Registration Number:	3725158	GLASS DOCTORX HOME · AUTO · BUSINESS WEF	
Registration Number:	2353731	GLASSDOCTOR	
Registration Number:	2540506	REFLECTIONS	
Registration Number:	4755456		
Registration Number:	3061889	SMARTECH	
Registration Number:	4891861	THE SPECIALIST GLASSDOCTORX	
Registration Number:	1075690	WE FIX YOUR PANES	
Registration Number:	4755292	WE FIX YOUR PANES	
CORRESPONDENCE DATA			
Fax Number:	3367342617		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 336-607-7503
Email: tadmin@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: 7
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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 Glass Doctor 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.

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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.

GLASS DOCTOR 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	G12	Registered	77144091 Mar 29, 2007	3375201 Jan 29, 2008	Synergistic International LLC	36 Glass repair extended warranty services.	Sec 8/9 Renewal Deadline Jan 29, 2028
United States of America	GLASS DOCTOR	Registered	73103808 Oct 20, 1976	1066929 May 31, 1977	Synergistic International, LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline May 31, 2027
United States of America	GLASS DOCTOR	Registered	86425374 Oct 16, 2014	4767822 Jul 7, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jul 7, 2021 Sec 8/9 Renewal Deadline Jul 7, 2025
United States of America	GLASS DOCTOR and Design (new stacked logo)	Registered	87935473 May 24, 2018	5817320 Jul 30, 2019	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jul 30, 2025 Sec 8/9 Renewal Deadline Jul 30, 2029
United States of America	GLASS DOCTOR DESIGN 	Registered	75752580 Jul 16, 1999	2336348 Mar 28, 2000	Synergistic International LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline Mar 28, 2030
United States of America	GLASS DOCTOR HOME · AUTO · BUSINESS WE FIX YOUR PANES! (and design) 	Registered	86433345 Oct 24, 2014	4767926 Jul 7, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jul 7, 2021 Sec 8/9 Renewal Deadline Jul 7, 2025

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	GLASS DOCTOR UNIVERSITY	Registered	76644060 Aug 2, 2005	3115870 Jul 18, 2006	Synergistic International LLC	41 Educational services, namely, conducting classes, and workshops in the field of glass repair and replacement and distributing course materials in connection therewith.	Sec 8/9 Renewal Deadline Jul 18, 2026
United States of America	GLASS DOCTORX HOME · AUTO · BUSINESS WE FIX YOUR PANES! (and design)	Registered	77737733 May 15, 2009	3725158 Dec 15, 2009	Synergistic International LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline Dec 15, 2029
United States of America							
United States of America	GLASSDOCTOR (stylized)	Registered	75752581 Jul 16, 1999	2353731 May 30, 2000	Synergistic International LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline May 30, 2030
United States of America							
United States of America	REFLECTIONS	Registered	76300013 Aug 14, 2001	2540506 Feb 19, 2002	Synergistic International, LLC	16 Publication in the nature of newsletters for franchisees and their associates in the field of glass installation and repair.	Sec 8/9 Renewal Deadline Feb 19, 2022
United States of America	RUNNING DOCTOR DESIGN	Registered	86433209 Oct 23, 2014	4755456 Jun 16, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jun 16, 2021 Sec 8/9 Renewal Deadline Jun 16, 2025
United States of America							
United States of America	SMARTTECH	Registered	76626239 Dec 22, 2004	3061889 Feb 28, 2006	Synergistic International LLC	37 Technical support and technical informational services to franchisees in the field of glass installation and repair.	Sec 8/9 Renewal Deadline Feb 28, 2026

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	THE SPECIALIST GLASSDOCTORX (and design) 	Registered	86577808 Mar 26, 2015	4891861 Jan 26, 2016	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jan 26, 2022 Sec 8/9 Renewal Deadline Jan 26, 2026
United States of America	WE FIX YOUR PANES	Registered	73103809 Oct 20, 1976	1075690 Oct 18, 1977	Synergistic International, LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline Oct 18, 2027
United States of America	WE FIX YOUR PANES	Registered	86431181 Oct 22, 2014	4755292 Jun 16, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jun 16, 2021 Sec 8/9 Renewal Deadline Jun 16, 2025

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