

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Handyman International, L.L.C.		03/25/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Mr. Handyman SPV LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3102217		
Registration Number:	2755918	HANDYPLAN	
Registration Number:	2600952	MR. HANDYMAN	
Registration Number:	2834696	MR. HANDYMAN	
Registration Number:	2620745	MR. HANDYMAN	
Registration Number:	3734955	MRHANDYMAN.COM	
Registration Number:	3734956	MRHANDYMAN.COM	
Registration Number:	2714368	MY HANDYMAN	
Registration Number:	2985119	MY HANDYMAN	
Registration Number:	2822956	ON TIME. DONE RIGHT.	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	4048156500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Barbara Yates, Paralegal		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		

OP \$265.00 3102217

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 1232560

NAME OF SUBMITTER: Barbara Yates

SIGNATURE: /Barbara Yates/

DATE SIGNED: 04/07/2021

Total Attachments: 7

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 25, 2021, by Mr. Handyman International, L.L.C., a Michigan limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor of Mr. Handyman SPV LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

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 Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and

interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under 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, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party 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 Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
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 a single agreement.


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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

MR. HANDYMAN INTERNATIONAL, L.L.C.

By: 
Name: Jon Shell
Title: Chief Financial Officer and Treasurer

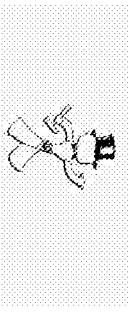
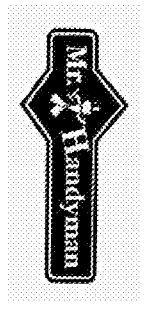
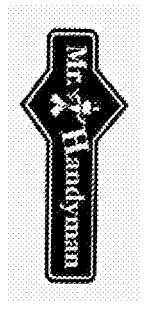
MR. HANDYMAN SPV LLC

By: 
Name: Jon Shell
Title: Treasurer

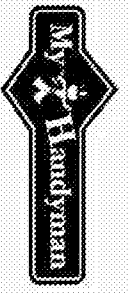
Schedule 1

Trademarks

[Attached]

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	AMERICA'S MOST TRUSTED HANDYMAN	Registered	78672536 Jul 18, 2005	3086928 Apr 25, 2006	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Apr 25, 2026
United States of America	HANDYMAN FIGURINE LOGO 	Registered	78562127 Feb 7, 2005	3102217 Jun 6, 2006	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Jun 6, 2026
United States of America	HANDYPLAN	Registered	76467609 Nov 18, 2002	2755918 Aug 26, 2003	Mr. Handyman International, LLC	37 Home repair and general maintenance services, namely, an annual maintenance program which provides four quarterly home inspections, discounted rates, customized plans and flexible payment options.	Sec 8/9 Renewal Deadline Aug 26, 2023
United States of America	MR. HANDYMAN	Registered	76314362 Sep 19, 2001	2600952 Jul 30, 2002	Mr. Handyman International, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline Jul 30, 2022
United States of America	MR. HANDYMAN	Registered	78271303 Jul 8, 2003	2834696 Apr 20, 2004	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Apr 20, 2024
United States of America	MR. HANDYMAN (and design) 	Registered	76278105 Jun 29, 2001	2620745 Sep 17, 2002	Mr. Handyman International, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline Sep 17, 2022
United States of America		Registered	76278105 Jun 29, 2001	2620745 Sep 17, 2002	Mr. Handyman International, LLC	37 Home repair and general maintenance.	Sec 8/9 Renewal Deadline Sep 17, 2022

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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	MRHANDYMAN.COM	Registered	77560486 Sep 2, 2008	3734955 Jan 5, 2010	Mr. Handyman International, LLC	35 Franchise services, namely, offering assistance in the establishment and operation of a home repair and general maintenance business; franchise consultancy services; business advice relating to franchising; advertising; business management; business administration.	Sec 8/9 Renewal Deadline Jan 5, 2030
United States of America	MRHANDYMAN.COM	Registered	77560488 Sep 2, 2008	3734956 Jan 5, 2010	Mr. Handyman International, LLC	37 Home repair and general maintenance services; building construction; installation services; namely, bricklaying, ceiling fan installation, kitchen appliance installation, window and door installation, drywall installation and repair; window shade and blind installation, tile installation and repair; fence installation and repair; installation and repair of cabinets, counter-tops, molding, trim, shelving, decks, ramps and hand rails.	Sec 8/9 Renewal Deadline Jan 5, 2030
United States of America	MY HANDYMAN	Registered	76277643 Jun 28, 2001	2714368 May 6, 2003	Mr. Handyman International, LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline May 6, 2023
United States of America	MY HANDYMAN (and design)	Registered	78340633 Dec 15, 2003	2985119 Aug 16, 2005	Mr. Handyman International LLC	35 Franchise services, namely offering technical assistance in the establishment and/or operation of a home repair and general maintenance business.	Sec 8/9 Renewal Deadline Aug 16, 2025
						37 Home repair and general maintenance services.	
United States of America	ON TIME: DONE RIGHT.	Registered	76520297 Jun 6, 2003	2822956 Mar 16, 2004	Mr. Handyman International, LLC	37 Home repair and general maintenance services.	Sec 8/9 Renewal Deadline Mar 16, 2024

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