

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rainbow International LLC		03/25/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Rainbow International 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: 12			
Property Type	Number	Word Mark	
Registration Number:	4441363	R	
Registration Number:	2768905	R	
Registration Number:	4419821	R RAINBOW INTERNATIONAL RESTORATION	
Registration Number:	4788351	R RAINBOW INTERNATIONAL RESTORATION WATE	
Registration Number:	4788352	R RAINBOW INTERNATIONAL RESTORATION WATE	
Registration Number:	1672096	RAINBOW INTERNATIONAL	
Registration Number:	2850175	RAINBOW INTERNATIONAL	
Registration Number:	3207135	RAINBOW INTERNATIONAL RESTORATION	
Registration Number:	4953892		
Registration Number:	4962571		
Registration Number:	3923493	WATER FIRE SMOKE	
Registration Number:	4199363	WE RESTORE, YOU RECOVER	
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		

OP \$315.00 4441363

Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 2: c/o Kilpatrick Townsend & Stockton LLP
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: 9

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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 Rainbow International LLC, a Texas limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor of Rainbow International 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.

RAINBOW INTERNATIONAL LLC

By:  _____
Name: Jon Shell
Title: Treasurer




RAINBOW INTERNATIONAL SPV LLC

By:  _____
Name: Jon Shell
Title: Treasurer

Schedule 1

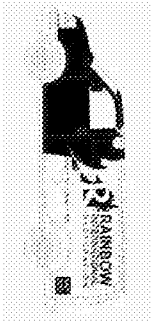
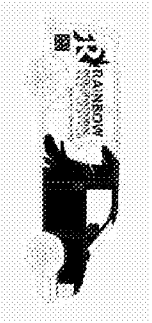
Trademarks

[Attached]

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	R (and design) 	Registered	85779474 Nov 14, 2012	4441363 Nov 26, 2013	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning, and spot and stain removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors; carpet and furnishings damaged by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services; providing carpet and upholstery dyeing, tinting and colorizing services.	Sec 8/9 Renewal Deadline Nov 26, 2023
United States of America	R (and globe design) 	Registered	76415864 Jun 4, 2002	2768905 Sep 30, 2003	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning and spot, stain and odor removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors; carpet and furnishings damaged by fire, water, smoke and other disasters; mold inhibition services; carpet repair services; commercial and residential building cleaning services.	Sec 8/9 Renewal Deadline Sep 30, 2023
United States of America	R RAINBOW INTERNATIONAL RESTORATION (and design) 	Registered	85779553 Nov 14, 2012	4419821 Oct 15, 2013	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning, and spot and stain removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors; carpet and furnishings damaged by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services; providing carpet and upholstery dyeing, tinting and colorizing services.	Sec 8/9 Renewal Deadline Oct 15, 2023
						40 Carpet, upholstery and drapery odor removal services; mold inhibition services of buildings and their contents.	

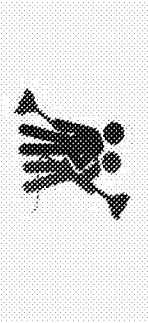
TRADEMARK

REEL: 007251 FRAME: 0568

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	R RAINBOW INTERNATIONAL RESTORATION WATER-FIRE-SMOKE: MOLD 24/7 EMERGENCY SERVICE (and design) 	Registered	86256094 Apr 18, 2014	4788351 Aug 11, 2015	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning; and spot and stain removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors; carpet and furnishings damaged by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services.	Sec 8 and/or 15 Filing Deadline Aug 11, 2021 Sec 8/9 Renewal Deadline Aug 11, 2025
United States of America	R RAINBOW INTERNATIONAL RESTORATION WATER-FIRE-SMOKE: MOLD 24/7 EMERGENCY SERVICE (and design) 	Registered	86256098 Apr 18, 2014	4788352 Aug 11, 2015	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning; and spot and stain removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors; carpet and furnishings damaged by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services.	Sec 8 and/or 15 Filing Deadline Aug 11, 2021 Sec 8/9 Renewal Deadline Aug 11, 2025
United States of America	RAINBOW INTERNATIONAL	Registered	74152283 Mar 29, 1991	1672096 Jan 14, 1992	Rainbow International LLC	37 Carpet and upholstery cleaning services.	Sec 8/9 Renewal Deadline Jan 14, 2022



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REEL: 007251 FRAME: 0569

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	RAINBOW INTERNATIONAL	Registered	76415867 Jun 4, 2002	2850175 Jun 8, 2004	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning and spot, stain and odor removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors, carpet and furnishings damaged by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services.	Sec 8/9 Renewal Deadline Jun 8, 2024
United States of America	RAINBOW INTERNATIONAL RESTORATION	Registered	76644057 Aug 2, 2005	3207135 Feb 13, 2007	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning, and spot, stain and odor removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors, carpet and furnishings *damaged* by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services.	Sec 8/9 Renewal Deadline Feb 13, 2027
United States of America	STYLIZED IMAGE OF 2 PEOPLE WITH VACUUM HOSES DESIGN 	Registered	86562287 Mar 12, 2015	4953892 May 10, 2016	Rainbow International LLC	37 Cleaning services, namely, carpet, upholstery and drapery cleaning; cleaning services, namely, removal of spots and stains from carpet, upholstery and drapery; air-duct cleaning services; disaster restoration services, namely, restoring building interiors, carpet and furnishings all damaged by fire, water and smoke; carpet repair services; commercial and residential building cleaning services.	Sec 8 and/or 15 Filing Deadline May 10, 2022 Sec 8/9 Renewal Deadline May 10, 2026
						40 Fabric treatment of carpets and upholstery, namely, dyeing, tinting and coloring carpets and upholstery; odor neutralization services, namely, odor removal services for carpets upholstery and drapery; mold remediation services for buildings.	

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REEL: 007251 FRAME: 0570

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	 <p>STYLIZED IMAGE OF FIRE AND WATER DESIGN</p>	Registered	86563363 Mar 13, 2015	4962571 May 24, 2016	Rainbow International LLC	37 Cleaning services, namely, carpet, upholstery and drapery cleaning; cleaning services, namely, removal of spots and stains from carpet, upholstery and drapery; air-duct cleaning services; disaster restoration services, namely, restoring building interiors, carpet and furnishings all damaged by fire, water and smoke; carpet repair services; commercial and residential building cleaning services.	Sec 8 and/or 15 Filing Deadline May 24, 2022 Sec 8/9 Renewal Deadline May 24, 2026
United States of America	 <p>WATERFIRE SMOKE (and design)</p>	Registered	77300958 Oct 10, 2007	3923493 Feb 22, 2011	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning; and spot and stain removal services; air-duct cleaning services; disaster restoration services, namely, restoring building interiors, carpet and furnishings damaged by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services. 40 Carpet, upholstery and drapery odor removal services; providing carpet and upholstery dyeing, tinting and coloring services; mold inhibition services of buildings and their contents.	Sec 8/9 Renewal Deadline Feb 22, 2021

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REEL: 007251 FRAME: 0571

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	WE RESTORE, YOU RECOVER	Registered	85245050 Feb 17, 2011	4199363 Aug 28, 2012	Rainbow International LLC	37 Carpet, upholstery and drapery cleaning; and spot and stain removal services; air-duct cleaning services; disaster restoration services; namely, restoring building interiors; carpet and furnishings damaged by fire, water, smoke and other disasters; carpet repair services; commercial and residential building cleaning services; providing carpet and upholstery dyeing, tinting and colorizing services.	Sec 8/9 Renewal Deadline Aug 28, 2022
						40 Carpet, upholstery and drapery odor removal services; mold inhibition services of buildings and their contents.	

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REEL: 007251 FRAME: 0572

RECORDED: 04/09/2021