

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mosquito Joe Franchising, LLC		03/25/2021	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Mosquito Joe 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: 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 Stre
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:	04/14/2021

Total Attachments: 8

source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page1.tif
source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page2.tif
source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page3.tif
source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page4.tif
source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page5.tif
source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page6.tif
source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page7.tif
source=Notice of Grant of Back-up Security Interest in Trademarks - Mosquito Franchising LLC to Mosquito Joe SPV LLC#page8.tif

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 Mosquito Joe Franchising, LLC, a Virginia limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707, in favor of Mosquito Joe 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

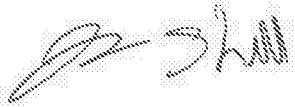
interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement 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.


[Remainder of this page intentionally left blank]

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.

MOSQUITO JOE FRANCHISING, LLC

By: 
Name: Jon Shell
Title: Treasurer

MOSQUITO JOE 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	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 MALBO	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	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

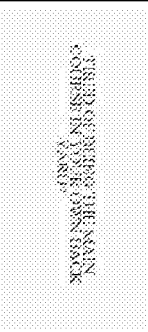
TRADEMARK

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 MOSQUITOS OFF 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	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, JOE'S 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	TIRED 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
							TRADEMARK
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