

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dwyer Franchising LLC		03/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Neighborly Assetco 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: 11			
Property Type	Number	Word Mark	
Registration Number:	5607563	N	
Registration Number:	5347941	N	
Registration Number:	5469964	NEIGHBORLY	
Registration Number:	5365894	NEIGHBORLY	
Registration Number:	5365895	NEIGHBORLY	
Registration Number:	4747716	IF IT'S GLASS WE CAN DO IT	
Registration Number:	2943419	NOR'EASTER	
Registration Number:	2819502	PG	
Registration Number:	3666318	PG	
Registration Number:	2702428	PORTLAND GLASS	
Registration Number:	3714798	PORTLAND GLASS	
CORRESPONDENCE DATA			
Fax Number:	3367342617		
<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:	336-607-7503		
Email:	tmadmin@kilpatricktownsend.com		
Correspondent Name:	Tiffani D. Otey		
Address Line 1:	1001 West Fourth Street		

OP \$290.00 5607563

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: 28

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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 Dwyer Franchising LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor Neighborly Assetco 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 Agreements (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 Agreements by and between the Parties dated as of the date hereof (the "Agreements"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreements 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 applicable Agreements, 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 Agreements in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreements does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreements, 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 Agreements, 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 Agreements, 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 Agreements and shall terminate automatically upon the termination of the Agreements.
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.

DWYER FRANCHISING LLC

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

NEIGHBORLY ASSETCO LLC

By: 
Name: Jon Shell
Title: Treasurer



Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks

Schedule 1

Trademarks

[Attached]

DWYER FRANCHISING LLC (US) (060877)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	HOUSE LOGO 	Registered	87152633 Aug 26, 2016	5607563 Nov 13, 2018	Dwyer Franchising LLC	42 Temporary electronic storage of information relating to service providers used by homeowners for household tasks, home repair projects and home maintenance projects; providing temporary use of on-line non-downloadable software for use by homeowners to manage and track household tasks, home repair projects and home maintenance projects.	Sec 8 and/or 15 Filing Deadline Nov 13, 2024 Sec 8/9 Renewal Deadline Nov 13, 2028
United States of America	HOUSE LOGO 	Registered	87975906 Aug 26, 2016	5347941 Nov 28, 2017	Dwyer Franchising LLC	35 Information services, namely, providing consumer information to homeowners about service providers available for home repair projects and home maintenance projects; providing client referral programs for commercial and residential plumbing service, electrical service, appliance service, glass repair and installation service, heating and air conditioning service; providing client referral programs for disaster restoration service, namely, restoring building interiors, carpet and furnishings damaged by fire, water, smoke and other disasters and commercial and residential building cleaning and mold prevention service and carpet, upholstery and drapery cleaning, spot, stain removal service; providing client referral programs for carpet, drapery and upholstery deodorizing service; providing client referral programs for professional lawn and grounds care service; providing client referral programs for residential, commercial, and industrial painting services; providing client referral programs for gutter installation and repair services, pressure washing services, concrete cleaning services, and carpentry services; providing client referral programs for home repair and general maintenance services; providing client referral programs for residential and commercial cleaning services, including temporary maid services.	Sec 8 and/or 15 Filing Deadline Nov 28, 2023 Sec 8/9 Renewal Deadline Nov 28, 2027

TRADEMARK

REEL: 007255 FRAME: 0029

DWYER FRANCHISING LLC (US) (060877)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	NEIGHBORLY	Registered	86550381 Mar 2, 2015	5469964 May 15, 2018	Dwyer Franchising LLC D/B/A Neighborly	36 Agency services in the field of bonds and other securities; investment advice, investment management, investment consultation and investment of funds for others related to government bonds and other financial instruments; Financial services, namely, facilitation and administration of transactions in the nature of assisting others with the completion of financial transactions for government bonds or other types of financial investments; Providing a web site featuring information on government bonds and other financial instruments; Transfer agency services rendered to issuers of government bonds and other financial instruments for the purpose of connecting with underwriters, bidders, purchasers, and/or subsequent sellers of such bonds and financial instruments; Financial consulting and advisory services.	Sec 8 and/or 15 Filing Deadline May 15, 2024 Sec 8/9 Renewal Deadline May 15, 2028
United States of America	NEIGHBORLY	Registered	87152626 Aug 26, 2016	5365894 Dec 26, 2017	Dwyer Franchising LLC	41 Educational services, namely, providing classes, seminars, conferences, workshops, webinars and publication of write papers, all in the field of government bonds and other financial instruments. 42 Providing temporary use of on-line non-downloadable software and software platforms for the purpose of connecting issuers of government bonds and other financial instruments with underwriters, bidders, purchasers, and/or subsequent sellers of such bonds and financial instruments, and for enabling business transactions between such parties.	Sec 8 and/or 15 Filing Deadline Dec 26, 2023 Sec 8/9 Renewal Deadline Dec 26, 2027

TRADEMARK

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DWYER FRANCHISING LLC (US) (060877)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	NEIGHBORLY (stylized)	Registered	87152638 Aug 26, 2016	5365895 Dec 26, 2017	Dwyer Franchising LLC	<p>42 residential plumbing service; electrical service; appliance service; glass repair and installation service; heating and air conditioning service; providing client referral programs for disaster restoration service; namely, restoring building interiors; carpet and furnishings damaged by fire; water; smoke and other disasters and commercial and residential building cleaning and mold prevention service and carpet, upholstery and drapery cleaning; spot, stain removal service; providing client referral programs for carpet, drapery and upholstery deodorizing service; providing client referral programs for professional lawn and grounds care service; providing client referral programs for residential, commercial, and industrial painting services; providing client referral programs for gutter installation and repair services; pressure washing services; concrete cleaning services; and carpentry services; providing client referral programs for home repair and general maintenance services; providing client referral programs for residential and commercial cleaning services; including temporary maid services.</p> <p>35 Temporary electronic storage of information relating to service providers used by homeowners for household tasks; home repair projects and home maintenance projects; providing temporary use of on-line non-downloadable software for use by homeowners to manage and track household tasks; home repair projects and home maintenance projects.</p>	<p>Sec 8 and/or 15 Filing Deadline Dec 26, 2023</p> <p>Sec 8/9 Renewal Deadline Dec 26, 2027</p>

TRADEMARK

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DWYER FRANCHISING LLC (US) (060877)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
	neighborly					<p>referral programs for commercial and residential plumbing service, electrical service, appliance service, glass repair and installation service, heating and air conditioning service; providing client referral programs for disaster restoration service, namely, restoring building interiors, carpet and furnishings damaged by fire, water, smoke and other disasters and commercial and residential building cleaning and mold prevention service and carpet, upholstery and drapery cleaning, spot, stain removal service; providing client referral programs for carpet, drapery and upholstery deodorizing service; providing client referral programs for professional lawn and grounds care service; providing client referral programs for residential, commercial, and industrial painting services; providing client referral programs for gutter installation and repair services, pressure washing services, concrete cleaning services, and carpentry services; providing client referral programs for home repair and general maintenance services; providing client referral programs for residential and commercial cleaning services, including temporary maid services.</p> <p>42 Temporary electronic storage of information relating to service providers used by homeowners for household tasks, home repair projects and home maintenance projects; providing temporary use of on-line non-downloadable software for use by homeowners to manage and track household tasks, home repair projects and home maintenance projects.</p>	

TRADEMARK

REEL: 007255 FRAME: 0032

GLASS OPERATING LLC - (US)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	IF IT'S GLASS WE CAN DO IT	Registered Use	86422633 Oct 13, 2014	4747716 Jun 2, 2015	Glass Operating LLC	35 Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings.	Sec 8 and/or 15 Filing Deadline Jun 2, 2021 Sec 8/9 Renewal Deadline Jun 2, 2025
United States of America	NOREASTER	Registered Use	76555478 Oct 30, 2003	2943419 Apr 26, 2005	Glass Operating LLC	19 Non-metal windows.	Sec 8/9 Renewal Deadline Apr 26, 2025
United States of America	PG	Registered Use	76517598 May 27, 2003	2819502 Mar 2, 2004	Glass Operating LLC	37 Vehicle glass installation and repair services.	Sec 8/9 Renewal Deadline Mar 2, 2024
United States of America	PG	Registered Use	77650358 Jan 15, 2009	3666318 Aug 11, 2009	Glass Operating LLC	35 Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings.	Sec 8/9 Renewal Deadline Aug 11, 2029
United States of America	PG	Registered Use	76419251 Jun 11, 2002	2702428 Apr 1, 2003	Glass Operating LLC	37 Installation of windows, screens, glass doors, greenhouses, garage and overhead doors, porch enclosures, patio doors, tub and shower enclosures, automobile glass and replacement glass for commercial and residential buildings.	Sec 8/9 Renewal Deadline Apr 1, 2023

TRADEMARK

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GLASS OPERATING LLC - (US)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	PORTLAND GLASS	Registered Use	77722174 Apr 24, 2009	3714798 Nov 24, 2009	Glass Operating LLC	35 Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings. 37 Installation of windows, screens, glass doors, greenhouses, garage and overhead doors, porch enclosures, patio doors, tub and shower enclosures, automobile glass and replacement glass for commercial and residential buildings.	Sec 8/9 Renewal Deadline Nov 24, 2029

TRADEMARK

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DWYER FRANCHISING LLC (CA) (060877)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
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DWYER FRANCHISING LLC (CA) (060877)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/ Description	Action
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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

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DWYER FRANCHISING LLC (CA) (060877)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TRADEMARK