TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM639182

Electronic Version v1.1

Stylesheet Version v1.2

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

900609373

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

tmadmin@kilpatricktownsend.com Email:

Correspondent Name: Tiffani D. Otey

Address Line 1: 1001 West Fourth Street

TRADEMARK

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 companies 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 <u>Schedule 1</u> attached hereto (collectively, the "<u>Trademarks</u>"); 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 "<u>USPTO</u>") 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

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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

Bv:

Name: Jon Shell

Title: Treasurer

Schedule 1

Trademarks

[Attached]

AMERICAS 106945417

United States of America	United States of America	Country
HOUSE LOGO	HOUSE LOGO	Mark
Registered	Registered	Status/ Filing Basis
87975906 Aug 26, 2016	87152633 Aug 26, 2016	Serial No. Filing Date
5347941 Nov 28, 2017	5607563 Nov 13, 2018	Reg. No. Reg. Date
Dwyer Franchising LLC	Dwyer Franchising LLC	Owner
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, plass 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 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; providing client referral programs for concrete cleaning 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.	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 nondownloadable software for use by homeowners to manage and track household tasks, home repair projects and home maintenance projects.	Class/Description
Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Action
Nov 28, 2023 Nov 28, 2027	Nov 13, 2024 Nov 13, 2028 TRADEMAR	112

United States of America		United States of America	Country
NEIGHBORLY		NEIGHBORLY	Mark
Registered		Registered	Status/ Filing Basis
d 87152626 Aug 26, 2016		d 86550381 Mar 2, 2015	Serial No. Filing Date
5365894 Dec 26, 2017		5469964 May 15, 2018	Reg. No. Reg. Date
Dwyer Franchising LLC		Dwyer Franchising LLC D/B/A Neighborly	Owner
35	42 41	36	Class
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	Educational services, namely, providing classes, seminars, conferences, workshops, webinars and publication of white papers, all in the field of government bonds and other financial instruments. 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.	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.	Class/Description
Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline		Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Action
Dec 26, 2023 Dec 26, 2027		May 15, 2024 May 15, 2028 TPADEMARK	

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United States of America		Country
NEIGHBORLY (stylized)		Mark
Registered		Status/ Filing Basis
87152638 Aug 26, 2016		Serial No. Filing Date
5365895 Dec 26, 2017		Reg. No. Reg. Date
Dwyer Franchising LLC		Owner
35 Information services, namely, providing consumer information to homeowners about service providers available for home repair projects and home maintenance projects; providing client	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 professional lawn and grounds care service; providing client referral programs for gutter installation and repair 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 home repair and general maintenance services; providing client referral programs for residential and commercial cleaning services, including temporary electronic storage of information relating to service providers used by homeowners for household tasks, home repair projects and home maintenance projects, and track household tasks, home repair projects and home maintenance projects.	Class/Description
Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline		Action
Dec 26, 2023 Dec 26, 2027		

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	Serial No. Filing Date
	Reg. No. Reg. Date
	Owner
referral programs for commercial and residential plumbing service, electrical service, appliance service, plass 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 gutter installation and repair services, providing client referral programs for gutter installation and repair services, pressure washing services, concrete cleaning services; providing client referral programs for home repair and general maintenance services; providing client referral programs for home repair and general maintenance services; providing client referral programs for nesidential and commercial cleaning services, including temporary maid services, providing temporary maid services 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.	Class/Description
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GLASS OPERATING LLC - (US)

United States of America	United States of America	United States of America	United States of America	United States of America
PORTLAND GLASS	PG	PG	NOR'EASTER	IF IT'S GLASS WE CAN DO IT
Registered Use	Registered Use	Registered Use	Registered Use	Registered Use
76419251 Jun 11, 2002	77650358 Jan 15, 2009	76517598 May 27, 2003	76555478 Oct 30, 2003	Serial No. Filling Date 86422633 Oct 13, 2014
2702428 Apr 1, 2003	3666318 Aug 11, 2009	2819502 Mar 2, 2004	2943419 Apr 26, 2005	Heg. No. Reg. Date 4747716 Jun 2, 2015
Glass Operating LLC	Glass Operating LLC	Glass Operating LLC	Glass Operating LLC	Glass Operating LLC
37	35 37	37	19	35 37
Vehicle glass installation and repair services.	Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings. 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.	Vehicle glass installation and repair services.	Non-metal windows.	Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings. 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	Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8/9 Renewal Deadline	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline
Apr 1, 2023	Aug 11, 2029	Mar 2, 2024	Apr 26, 2025	Jun 2, 2021 2025 TRADEMARK

GLASS OPERATING LLC - (US)

United States of America	Country Mark
PORTLAND GLASS	Mark
Registered Use	Status/ Filing Basis
77722174 Apr 24, 2009	Serial No. Filing Date
3714798 Nov 24, 2009	Reg. No. Reg. Date
Glass Operating LLC	Owner
screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings. 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.	Class/Description
Sec 8/9 Renewal Deadline	Action
Nov 24, 2029	

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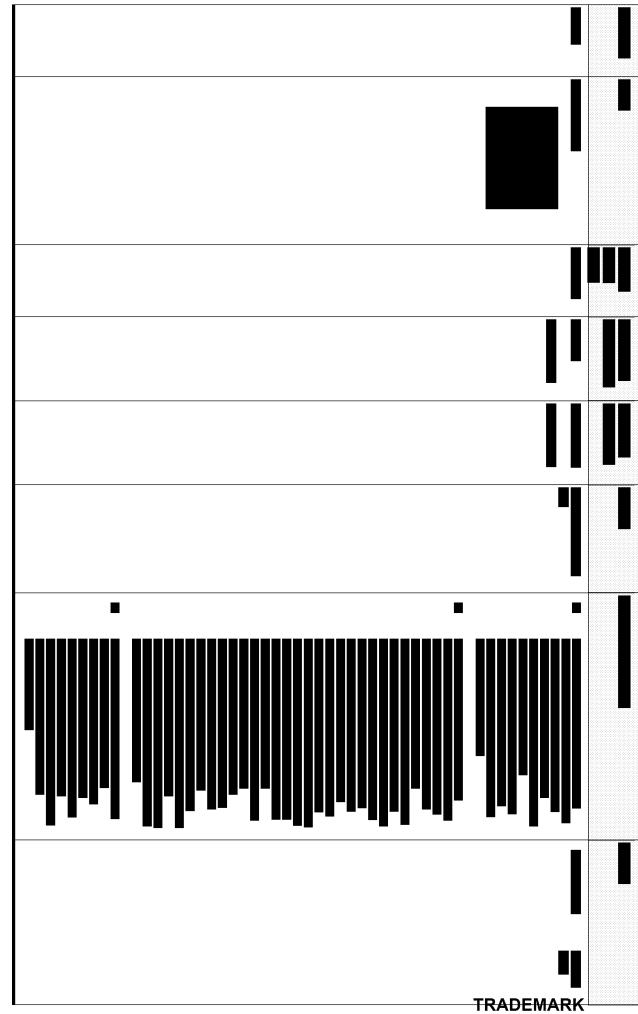
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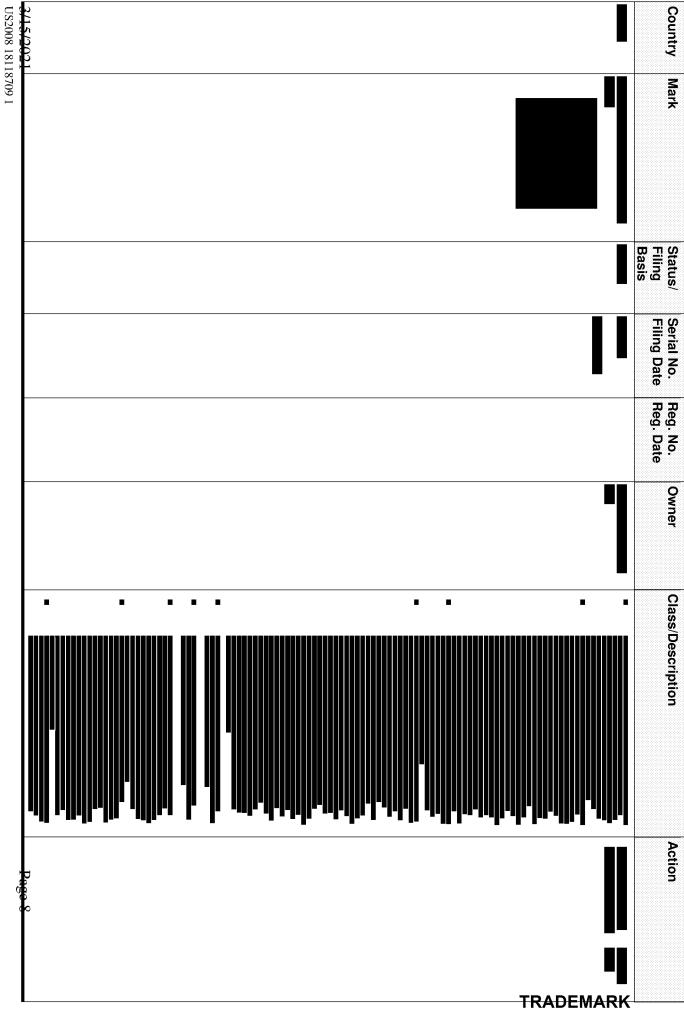
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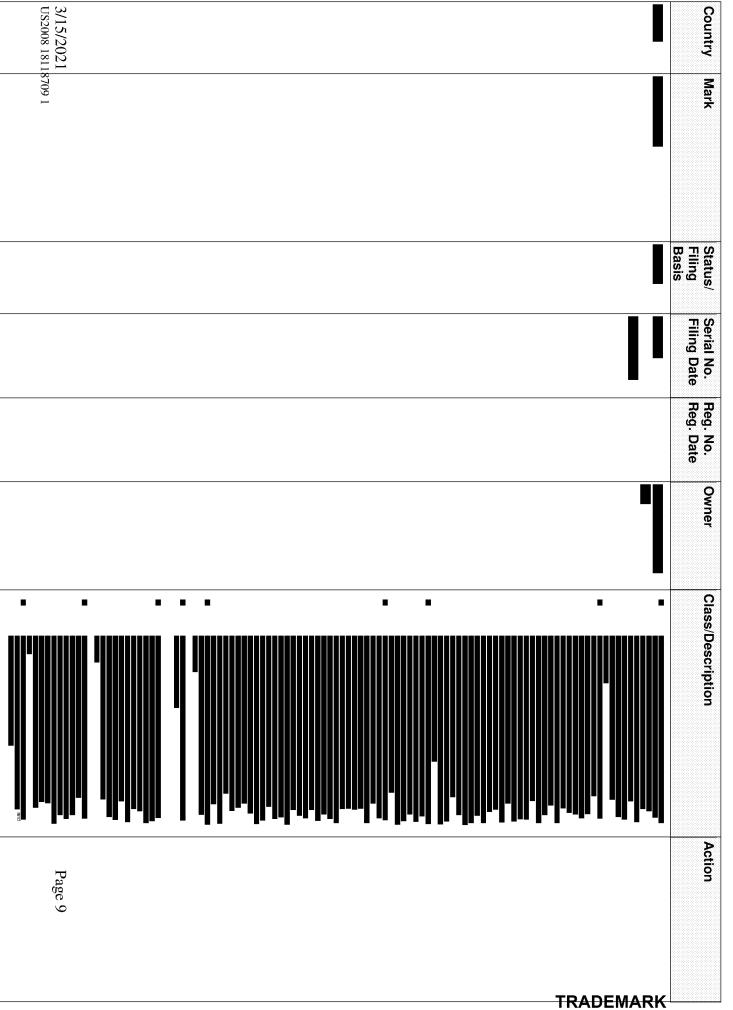


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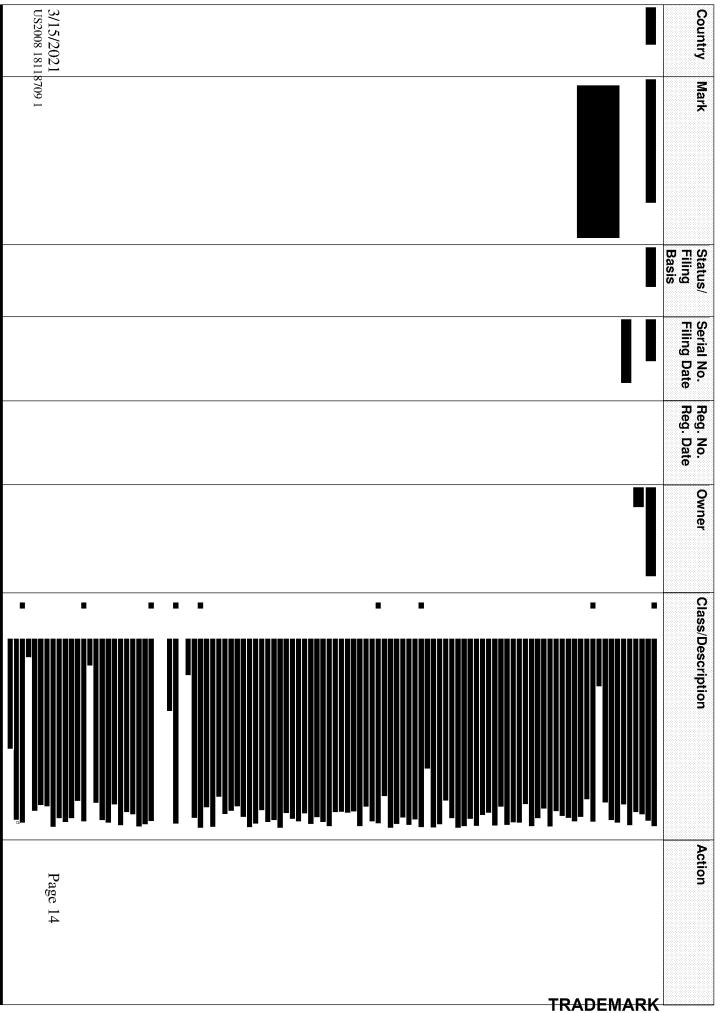


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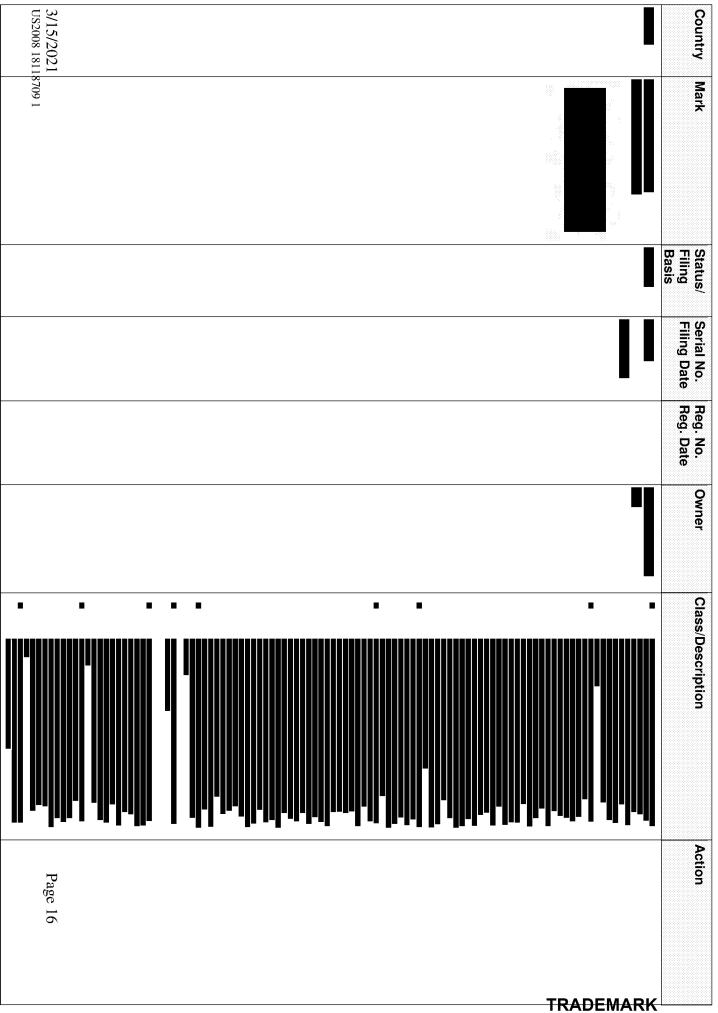
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