

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Buyers Warranty Corporation		03/26/2021	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2549307	ELITE BUILDER	
Registration Number:	5797687	UNEXPECTED IS EXPENSIVE	
Registration Number:	5761102	WINSURGE	
Serial Number:	88531224	HAPPY HOME LOCK & HARDWARE	
Serial Number:	88531227	HAPPY HOMEOWNER PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	7146686255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	SUNNY E. LEE		
Address Line 1:	695 town center drive, 17th floor		
Address Line 4:	costa mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	47278-6 Goodman		
NAME OF SUBMITTER:	Sunny E. Lee		
SIGNATURE:	/s/ Sunny E. Lee		
DATE SIGNED:	05/04/2021		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of March 26, 2021, (this “**Agreement**”), among Home Buyers Warranty Corporation, a Colorado corporation (the “**Grantor**”) and Alter Domus (US) LLC in its capacities as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of October 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among 2-10 Holdco, Inc., a Delaware corporation (the “**Borrower**”), 2-10 HBW Acquisition, L.P., a Delaware limited partnership (“**Holdings**”), the Lenders from time to time party thereto, and Administrative Agent. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

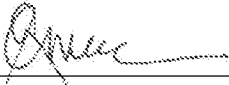
SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOME BUYERS WARRANTY CORPORATION

By:  _____
Name: Scott J. Cromie
Title: Chief Executive Officer and President

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I

TRADEMARKS:

Trademark	Reg. Number	Owner
ELITE BUILDER	2,549,307	Home Buyers Warranty Corporation
UNEXPECTED IS EXPENSIVE	5,797,687	Home Buyers Warranty Corporation
FRONT LINE WARRANTY SERVICE	5,961,102	Home Buyers Warranty Corporation

TRADEMARK APPLICATIONS:

Trademark	Serial Number	Owner
HAPPY HOME LOCK & HARDWARE	88531224	Home Buyers Warranty Corporation
HAPPY HOMEOWNER PROGRAM	88531227	Home Buyers Warranty Corporation