

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646247

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900607367

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Five Star Painting LLC		03/25/2021	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Five Star Painting SPV LLC
<b>Street Address:</b>	1010 N. University Parks Drive
<b>City:</b>	Waco
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76707
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4840695	FIVE STAR PAINTING
Registration Number:	3871817	FIVE STAR PAINTING
Registration Number:	5218960	FIVE STAR PAINTING
Registration Number:	2072765	PROTECT PAINTERS
Registration Number:	3876198	PROTECT PAINTERS
Registration Number:	3876200	PROTECT PAINTERS
Registration Number:	3876595	PROTECT PAINTERS

**CORRESPONDENCE DATA**

Fax Number: 3366077500

*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: 336-607-7513

Email: mjarrell@kilpatricktownsend.com

Correspondent Name: Michelle Jarrell, Paralegal

Address Line 1: Kilpatrick Townsend &amp; Stockton LLP

Address Line 2: 1001 West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

<b>ATTORNEY DOCKET NUMBER:</b>	1232560
<b>NAME OF SUBMITTER:</b>	Tiffani D. Otey

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<b>SIGNATURE:</b>	/Tiffani D. Otey/
<b>DATE SIGNED:</b>	05/12/2021
<b>Total Attachments: 6</b> source=II.F.02.10 Notice of Grant of Back-Up Security Interest in Trademarks (Five Star Painting)#page1.tif source=II.F.02.10 Notice of Grant of Back-Up Security Interest in Trademarks (Five Star Painting)#page2.tif source=II.F.02.10 Notice of Grant of Back-Up Security Interest in Trademarks (Five Star Painting)#page3.tif source=II.F.02.10 Notice of Grant of Back-Up Security Interest in Trademarks (Five Star Painting)#page4.tif source=II.F.02.10 Notice of Grant of Back-Up Security Interest in Trademarks (Five Star Painting)#page5.tif source=II.F.02.10 Notice of Grant of Back-Up Security Interest in Trademarks (Five Star Painting)#page6.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 Five Star Painting, LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor of Five Star Painting 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.

FIVE STAR PAINTING, LLC

By: 

Name: Jon Shell  
Title: Treasurer

FIVE STAR PAINTING SPV LLC

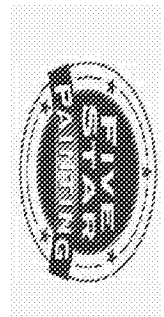
By: 

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	FIVE STAR PAINTING	Registered	86560700 Mar 11, 2015	4840695 Oct 27, 2015	Five Star Painting, LLC	37 Residential, commercial and industrial painting services; gutter installation and repair services; pressure washing services; concrete cleaning services; carpentry services.	Sec 8 and/or 15 Filing Deadline Oct 27, 2021 Sec 8/9 Renewal Deadline Oct 27, 2025
United States of America	FIVE STAR PAINTING (and design)	Registered	77089678 Jan 24, 2007	3871817 Nov 9, 2010	Five Star Painting, LLC	37 Residential, commercial, and industrial painting and renovation of buildings services. 42 Interior decorating.	Sec 8/9 Renewal Deadline Nov 9, 2030
United States of America	FIVE STAR PAINTING (and design)	Registered	86562182 Mar 12, 2015	5218960 Jun 6, 2017	Five Star Painting, LLC	37 Residential, commercial and industrial painting services; gutter installation and repair services; pressure washing services; concrete cleaning services; carpentry services.	Sec 8 and/or 15 Filing Deadline Jun 6, 2023 Sec 8/9 Renewal Deadline Jun 6, 2027
United States of America							
United States of America	PROTECT PAINTERS	Registered	75028779 Nov 29, 1995	2072765 Jun 17, 1997	Five Star Painting, LLC	37 Interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Jun 17, 2027
United States of America	PROTECT PAINTERS	Registered	77959955 Mar 16, 2010	3876198 Nov 16, 2010	Five Star Painting, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of businesses offering interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	 PROTECT PAINTERS BRUSH LOGO	Registered	77959980 Mar 16, 2010	3876200 Nov 16, 2010	Five Star Painting, LLC	37 Interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030
United States of America	 PROTECT PAINTERS BRUSH LOGO	Registered	85004114 Apr 1, 2010	3876595 Nov 16, 2010	Five Star Painting, LLC	35 Franchise services, namely, offering business management assistance in the establishment and operation of businesses offering interior and exterior residential and commercial painting services.	Sec 8/9 Renewal Deadline Nov 16, 2030

**TRADEMARK**