

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Homewerks Worldwide, LLC		05/12/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Administrative Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3952372	HW HOMEWERKS WORLDWIDE	
Registration Number:	3952368	HW HOMEWERKS WORLDWIDE MAKING HOMES WORK	
Registration Number:	3697947	HW	
Registration Number:	3874484	GRIPWERKS GRIP. PUSH. WERK.	
Registration Number:	3368822	HW	
Registration Number:	5051451	TOSCA	
Registration Number:	3909395	HOMEWERKS WORLDWIDE	
Registration Number:	5023163	HW HOME NETWORKS SIMPLE SOLUTIONS FOR A	
Registration Number:	5428956	BURSTPROTECT	
Registration Number:	3873724	HW	
Registration Number:	5607850	HW HOME NETWORKS	
Registration Number:	5363479	HOMEWERKS WORLDWIDE HW	
Registration Number:	5746926	HOME2O	
Registration Number:	5946393	SPLASH2O	
Registration Number:	5850715	TOSCA	
Registration Number:	3926325	AQUA VISTA	
Registration Number:	5261692	LDR	
Registration Number:	1825062	LDR	

CH \$540.00 3952372

Property Type	Number	Word Mark
Registration Number:	2732820	E X Q U I S I T E
Registration Number:	1803177	NATURE MIST
Registration Number:	2484964	SLK

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Claudia Stantzyk-Guzek
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	C.S-Guzek -45968.0102
NAME OF SUBMITTER:	Claudia Stantzyk-Guzek
SIGNATURE:	/Claudia Stantzyk-Guzek/
DATE SIGNED:	05/12/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2021, by Homewerks Worldwide, LLC (the “*Grantor*”) in favor of FORTRESS CREDIT CORP., a Delaware corporation, as administrative agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Term Loan and Security Agreement, dated as of March 12, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among HOMEWERKS INTERMEDIATE B CORPORATION, a Delaware corporation (“*Parent*”), Homewerks Purchaser Corporation, a Delaware corporation (“*Holdings*”), as the initial borrower, and immediately upon the consummation of the Homewerks Acquisition (as defined in the Loan Agreement), each Subsidiary of Parent listed as a “Borrower” on the signature pages thereto (together with the Grantor, “*Borrowers*”; and each, a “*Borrower*”), the other Restricted Subsidiaries of Parent from time to time party thereto (together with the Grantor, “*Guarantors*”; and each, a “*Guarantor*”), the lenders from time to time party thereto (the “*Lenders*”), and the Administrative Agent, the Lenders have agreed to provide a credit facility to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Borrowers under the Loan Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor under the Loan Agreement, hereby grants, pledges and collaterally assigns a security interest to the Administrative Agent, on behalf of itself and each other Lender, in the following of the Grantor (the “*Trademark Collateral*”):

1. all U.S. Trademark registrations and Trademark applications, including without limitation, those referred to on Schedule I hereto; and
2. all Proceeds of any or all of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding any of the foregoing, the Trademark Collateral shall not include any intent-to-use application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telefacsimile or in portable document format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HOMERWERKS WORLDWIDE, LLC
as Grantor

By:



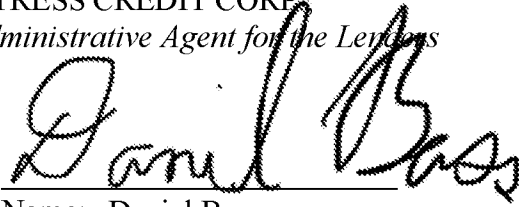
Name: Peter Berkman

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.
as Administrative Agent for the Lenders

By:

A handwritten signature in black ink that reads "Daniel Bass". The signature is written in a cursive style with a large, stylized "D" and "B".

Name: Daniel Bass

Title: Authorized Signatory

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. Trademark Registrations

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/ Services	Owner Information	Status
1.	US	HW HOMWERKS WORLDWIDE & Design	3952372 (78947602)	Apr 26, 2011 (Aug 8, 2006)	(Int'l Class: 11) plumbing fittings, namely, valves, couplers, control valves and drains; ventilating exhaust fans; faucets	Homewerks Worldwide, LLC	Registered
2.	US	HW HOMWERKS WORLDWIDE MAKING HOMES WORK. INSIDE AND OUT. & Design	3952368 (78924037)	Apr 26, 2011 (Jul 6, 2006)	(Int'l Class: 11) plumbing fittings, namely, valves, couplers, control valves and drains; floor registers for heating and cooling systems; ventilating fans for commercial, industrial and residential use; ventilating exhaust fans; faucets	Homewerks Worldwide, LLC	Registered
3.	US	HW (Design)	3697947 (77602490)	Oct 20, 2009 (Oct 28, 2008)	(Int'l Class: 17) rubber and rubberized plastic plumbing hoses in the nature of washing and dishwashing machine intake and discharge hoses	Homewerks Worldwide, LLC	Registered
4.	US	GRIPWERKS GRIP. PUSH.	3874484 (77783707)	Nov 9, 2010	(Int'l Class: 11) plumbing fittings, namely, valves	Homewerks Worldwide, LLC	Registered

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/Services	Owner Information	Status
		WERK. & Design		(Jul 17, 2009)			
5.	US	HW (Design)	3368822 (77177867)	Jan 15, 2008 (May 10, 2007)	(Int'l Class: 11) plumbing fittings, namely, valves, couplers and control valves	Homewerks Worldwide, LLC	Registered
6.	US	TOSCA	5051451 (86980039)	Sep 27, 2016 (Sep 29, 2014)	(Int'l Class: 11) plumbing fixtures, namely, faucets, shower heads, body spray heads, hand shower slide rail kits, tub spouts, shower arms	Homewerks Worldwide, LLC	Registered
7.	US	HOMEWERKS WORLDWIDE	3909395 (78981439)	Jan 18, 2011 (Aug 8, 2006)	(Int'l Class: 11) plumbing fittings, namely, valves, couplers, control valves and drains; faucets	Homewerks Worldwide, LLC	Registered
8.	US	HW HOME NETWORKS SIMPLE SOLUTIONS FOR A SMARTER HOME & Design	5023163 (86417183)	Aug 16, 2016 (Oct 7, 2014)	(Int'l Class: 11) electronic bath fans, ventilating exhaust fans, ventilating fans, all with wireless network enabled speakers; filing basis: shower heads with wireless network enabled speakers (Int'l Class: 20) medicine cabinets with wireless network enabled speakers	Homewerks Worldwide, LLC	Registered
9.	US	BurstProtect	5428956 (86931370)	Mar 20, 2018 (Mar 7, 2016)	(Int'l Class: 09) automatic shutoff valves made of metal, for use in plumbing	Homewerks Worldwide, LLC	Registered
10.	US	HW (Design)	3873724 (77177925)	Nov 9, 2010	(Int'l Class: 11) faucets	Homewerks Worldwide, LLC	Registered

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/Services	Owner Information	Status
11.	US	HW/HOME NETWORKS & Design	5607850 (87399615)	Nov 13, 2018 (Apr 5, 2017)	(Int'l Class: 11) bathroom fans; shower heads (Int'l Class: 20) medicine cabinets; bathroom mirrors	Homewerks Worldwide, LLC	Registered
12.	US	HW HOMEWERKS WOLDWIDE HM & Design	5363479 (87417472)	Dec 26, 2017 (Apr 19, 2017)	(Int'l Class: 06) copper connection tubing for ice makers	Homewerks Worldwide, LLC	Registered
13.	US	HOME20 (Stylized)	5746926 (87807397)	May 7, 2019 (Feb 22, 2018)	(Int'l Class: 11) faucets; showerheads; bath ventilation fans; range hoods (Int'l Class: 20) lighted mirrors; bathroom storage cabinets; bathroom furniture; vanities	Homewerks Worldwide, LLC	Registered
14.	US	SPLASH20 (Stylized)	5946393 (88975666)	Dec 24, 2019 (Aug 28, 2018)	(Int'l Class: 11) showerheads	Homewerks Worldwide, LLC	Registered
15.	US	TOSCA	5850715 (88317211)	Sep 3, 2019 (Feb 26, 2019)	(Int'l Class: 11) faucets, namely, kitchen faucets; bathroom faucets, bar faucets and utility faucets	Homewerks Worldwide, LLC	Registered
16.	US	AQUA VISTA	3926325 (77727476)	Mar 1, 2011	(Int'l Class: 11) faucets, including bath, kitchen, laundry and bar faucets	Homewerks Worldwide, LLC	Registered

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/ Services	Owner Information	Status
17.	US	LDR & Design	5261692 (86756946)	Aug 8, 2017 (Sep 15, 2015)	<p>(Int'l Class: 01) chemicals for use in industry for leak detection; chemical preparations; namely, cleaning solvents used on PVC and CPVC pipes</p> <p>(Int'l Class: 02) primer used on PVC and CPVC pipes</p> <p>(Int'l Class: 03) cleaning preparation for use on PVC and CPVC pipes</p> <p>(Int'l Class: 06) toilet bolt set comprised of bolts, nails, and screws, all of metal; toilet tank flapper chains made of metal; metal hose fittings; brass couplings for use with rubber hoses used in plumbing; metal washers for use with fill hoses; metal lint trap for catching lint from a clothes washer, not being part of the clothes washer, but being sold separately as an external attachment; flexible metal ducts for ventilating dryers; dryer louver vent kit consisting of metal ducts and clamps; brass drain covers; metal water supply lines in the nature of hoses, pipes, and tubes; stainless steel water supply lines in the nature of hoses, pipes, and tubes; chrome plated nipples; metal hardware, namely, nuts and washers; metal flanges; brass fittings for pipes; metal screws for use in toilets; metal flexible supply lines in the nature of hoses for plumbing, namely, dishwasher connectors; metal radiator steam vents; metal radiator air vents; solder paste, namely, lead free solder paste, flux solder paste, and fast drying solder paste; metal bathtub grab bars; metal hose fittings; metal pipe fittings for compressed air pipes; metal pipe fittings for rigid pipes; metal nipples; metal pipes; metal water pipes; metal drain pipes; metal pipes and metal fittings therefor; metal valves not being parts of machines</p>	Homeworks Worldwide, LLC	Registered

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/ Services	Owner Information	Status
					<p>(Int'l Class: 08) handtools, namely, plumbing sillcock keys, wrenches, flaring tools, tubing cutters, faucet seat tool in the nature of a faucet seat grinder and reseater tool, strap wrench, socket set, and augers (Int'l Class: 11) plumbing fittings, namely, brass ballcocks; faucet aerators; washer less cartridge for use in controlling and directing water in faucets; ceramic disc cartridge for use in controlling and directing water in faucets; faucet handles; plumbing supplies, namely, sink strainers, washing machine outlet boxes, vacuum breakers in the nature of vacuum release safety valves for flow shutoff in plumbing fixtures, and hot water connectors in the nature of flexible pipes being parts of plumbing installations; pop-up assemblies in the nature of flush valves for use in sinks; pop-up plungers for use in sinks in the nature of drain plugs; lift rod assembly kit consisting of plumbing fixtures, namely, lift rod, strip rod, ball rod, and nut and spring clip; lavatory repair kit consisting of plumbing fixtures, namely, anti-siphon fill valve, ballcock with float rod, refill tube, flapper, and ball; vanity installation kit consisting of plumbing fixtures, namely, angle stop valves, supply lines, p-trap assembly, adaptors, reducing bushings, slip joint washers, and plumbers tape; faucet side sprayers; actuating unit in the nature of flush valves and seat discs being parts of plumbing installations; plumbing fittings, namely, anti-siphon ballcock; flapper tank ball for use in toilets; float rods for use in toilet tanks; toilet flush lever; toilet flush valve; flush valve seal for use in toilets; toilet refill tube; seat disc for use in toilets; spud washer for use in toilets; toilet tank ball guide; toilet tank ball; non-metal gaskets for use in toilets; plumbing fittings, namely, lint traps for</p>		

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/ Services	Owner Information	Status
					<p>dryers; saddle valves; shower control valves; shower arms, and shower arm flanges; compression fittings for use in plumbing; structural parts for appliances, namely, gas ball valves; gas connectors, and gas line fittings; ice maker installation kits consisting of saddle valves, compression unions, flare adapters, and copper tubing for installation from water source to ice maker; relief valves used on hot water tanks; shower heads; tub spouts; shower control fittings, namely, escutcheons; flexible shower hoses; shower hoses; laundry utility sink; hoses for faucets (Int'l Class: 17)</p> <p>epoxy putty for bonding and repair in plumbing installations; plastic drain hoses and discharge hoses for plumbing use; rubber gooseneck inlet hose; plastic mounting block for use with washing machines; water mixer rubber drain hoses for use in washing machines; rubber inlet hose for plumbing use; plastic drain covers; plastic water supply lines in the nature of hoses, pipes, and tubes; nylon reinforced plastic water supply lines in the nature of hoses, pipes, and tubes; non-metal flanges; adhesive tape for industrial or commercial use, namely, plumbers tape; watertight rings for plumbing pipes, namely, wax rings; polyethylene tubing used as ice maker connectors; pipe thread compound composed of paste for lubricating and sealing threaded joints; rubber stoppers for plumbing use; plastic plumbing hoses; non-metal hose fittings; pipe fittings comprised primarily of plastic; multi-purpose vinyl tubing (Int'l Class: 19)</p> <p>cement fillers for use with abs pipes; cement fillers for use with PVC pipes; non-metal pipe fittings for rigid pipes; non-metal water pipes; drain pipes, not of metal; rigid pipes, not of metal; water pipes, not of metal; pipe fittings</p>		

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/Services	Owner Information	Status
					<p>comprised primarily of plastic (Int'l Class: 20) decorative non-metal toilet bolt caps and covers used to cover bolts securing toilets to floors; non-metal shut-off angle valve; non-metal shut-off valve used in water supply; non-metal t-adapter water supply valve; non-metal hinges for use on toilets; bathtub grab bars, not of metal; bathroom vanities; over the toilet storage racks (Int'l Class: 21) drain stoppers for sinks and drains; drain protector in the nature of sink related cover for drain; drain guard in the nature of sink related cover for drain; soap dispenser; shower caddies; towel rings; towel bars; toilet paper holders; toilet plungers</p>		
18.	US	LDR & Design	1825062 (74294734)	Mar 8, 1994 (Jul 16, 1992)	<p>(Int'l Class: 11) plumbing supplies; namely, bibbs, cocks, traps, valves and fittings; showers and showerheads; toilets and bidets; bath tubs, sinks and sink strainers; faucets; and toilet seats</p>	Homeworks Worldwide, LLC	Registered
19.	US	EXQUISITE & Design	2732820 (76194266)	Jul 1, 2003 (Jan 12, 2001)	<p>(Int'l Class: 11) faucets; manually operated shower control levers for controlling water flow and temperature; shower hardware, namely, shower heads, shower arms, shower control knobs; sink spray sets comprised of spray heads and hoses; faucets, and faucet handles; faucet aerators; bathtub faucets (Int'l Class: 21) bathroom accessories and bathware, namely, soap and lotion dispensers; towel bars and hooks; toilet paper holders; toothbrush holders; soap dishes; wastepaper baskets; cup holders; drain stoppers</p>	Homeworks Worldwide, LLC	Registered

No.	Country	Mark	Reg. No. (Appl. No.)	Reg. Date (Filing Date)	Goods/ Services	Owner Information	Status
20.	US	NATURE MIST	1803177 (74359170)	Nov 9, 1993 (Feb 16, 1993)	(Int'l Class: 11) plumbing fixtures; namely, faucets, valves, showers and shower-heads, hand-held showers and shower heads, tubs, tub spouts, shower-head accessories; namely, wall mounts, shower arms, shower arm flanges, hoses, and shower-head mountings	Homewerks Worldwide, LLC	Registered
21.	US	SLK	2484964 (76083666)	Sep 4, 2001 (Jul 3, 2000)	(Int'l Class: 06) plumbing fittings of black malleable iron and galvanized metal, namely, elbows, tees, crosses, plugs, caps, bushings not for use with machines, pipe coupling, unions, locknuts, floor and wall flanges, and reducers	Homewerks Worldwide, LLC	Registered