

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
USA Insulation Franchise, LLC		12/23/2020	Limited Liability Company: OHIO
MaidPro Franchise, LLC		12/23/2020	Limited Liability Company: DELAWARE
Men in Kilts US, LLC		12/23/2020	Limited Liability Company: MASSACHUSETTS
FlyFoe, LLC		12/23/2020	Limited Liability Company: MASSACHUSETTS
Pestmaster Franchise Network, LLC		12/23/2020	Limited Liability Company: DELAWARE
FDIE, LLC		12/23/2020	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Deerpath Fund Services, LLC, as Agent
Street Address:	405 Lexington Avenue, 53rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	88136239	USA PREMIUM INJECTION FOAM USA INSULATIO
Serial Number:	87743797	FOAM ZONE
Serial Number:	85326037	USA PREMIUM FOAM INSULATION
Serial Number:	77700127	USA INSULATION COMFORT. SAVINGS. ENERGY
Serial Number:	77700076	USA INSULATION COMFORT. SAVINGS. ENERGY
Serial Number:	77383315	USA INSULATION
Serial Number:	73072127	TRIPOLYMER
Serial Number:	87801515	
Serial Number:	87801511	
Serial Number:	87505776	ZERVICE GROUP

CH \$765.00 88136239

Property Type	Number	Word Mark
Serial Number:	85618319	
Serial Number:	85618296	MAIDPRO
Serial Number:	78471626	ELBOW GREASE
Serial Number:	77916524	49-POINT CHECKLIST
Serial Number:	77265310	MAIDPRO
Serial Number:	86692219	
Serial Number:	86680922	NO PEEKING!
Serial Number:	85095330	NO PEEKING!
Serial Number:	85095325	
Serial Number:	77875834	MEN IN KILTS
Serial Number:	87791799	JUST SMARTER.
Serial Number:	87704790	FLYFOE
Serial Number:	87493289	FLYFOE
Serial Number:	85885488	PESTMASTER PATRIOTS
Serial Number:	85885452	PESTMASTER PATRIOTS OF AMERICA
Serial Number:	85165861	ECOFREEZE
Serial Number:	85165847	ECOFREEZE
Serial Number:	77107832	
Serial Number:	73653395	PESTMASTER
Serial Number:	85179041	PEST MANAGEMENT WITH ENVIRON-MENTALITY

CORRESPONDENCE DATA

Fax Number: 7132266397

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: 713-226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER: Jonathan Pierce

SIGNATURE: /jmp/

DATE SIGNED: 08/24/2021

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2020 (the “**Agreement**”), by and among USA INSULATION FRANCHISE, LLC, an Ohio limited liability company (“**USA Insulation Franchise**”), and each of the other Debtors listed on the signature pages hereto (together with USA Insulation Franchise, collectively, “**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

W I T N E S S E T H:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of December 23, 2020 (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers and Secured Party are entering into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), and Borrowers are granting a first-priority lien and security interest in all or substantially all of their respective assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

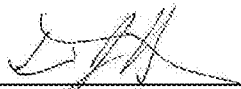
IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer to be effective for all purposes as of the date first written above.

DEBTOR:


USA INSULATION FRANCHISE, LLC
an Ohio limited liability company

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

MAIDPRO FRANCHISE, LLC
a Delaware limited liability company

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer


MEN IN KILTS US, LLC
a Massachusetts limited liability company

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

DEBTOR (CONT.):

FLYFOE, LLC

a Massachusetts limited liability company

By:  _____

Name: Daniel J. Haynes

Title: Vice President and Treasurer

PESTMASTER FRANCHISE NETWORK, LLC

a Delaware limited liability company

By:  _____


Name: Daniel J. Haynes

Title: Vice President and Treasurer

DEBTOR (CONT.):

FDIE, LLC

an Ohio limited liability company

By:  _____

Name: Daniel J. Haynes

Title: Vice President and Treasurer

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company

By: 
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1




to

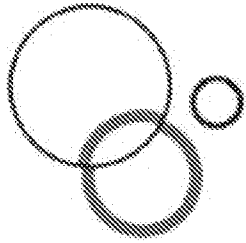
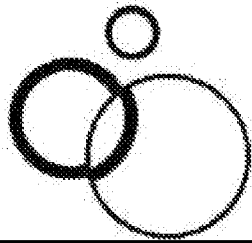
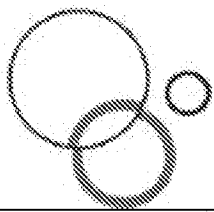


Patent and Trademark Security Agreement


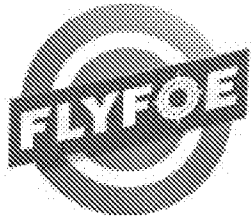


Patents and Patent Applications

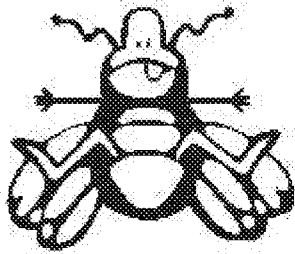
None.

Trademarks and Trademark Applications

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date
USA PREMIUM SPRAY FOAM USA INSULATION 	88136242	9/28/18		
USA PREMIUM INJECTION FOAM USA INSULATION 	88136239	9/28/18		
FOAM ZONE	87743797	1/4/18	5707163	3/26/19
USA PREMIUM FOAM INSULATION	85326037	5/20/11	4177965	7/24/12
USA INSULATION COMFORT. SAVINGS. ENERGY EFFICIENCY. 	77700127	3/26/09	3708155	11/10/09
USA INSULATION COMFORT. SAVINGS. ENERGY EFFICIENCY.	77700076	3/26/09	3708154	11/10/09
USA INSULATION	77383315	1/29/08	3495517	9/2/08
TRIPOLYMER	73072127	12/17/75	1053925	12/7/76

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date
	87/801,515	2/16/18	5,570,131	9/25/18
	87/801,511	2/16/18	5,570,130	9/25/18
ZERVICE GROUP	87/505,776	6/26/17	5,676,030	2/12/19
	85/618,319	5/7/12	4,264,133	12/25/12
	85/618,296	5/7/12	4,267,920	1/1/13
ELBOW GREASE	78/471,626	8/23/04	3,004,315	10/4/05
49-POINT CHECKLIST	77/916,524	1/21/10	3,840,703	8/31/10
MAIDPRO	77/265,310	8/27/07	3,487,518	8/19/08
	86,692,219	7/14/15	4,936,100	4/12/16
NO PEEKING!	86/680,922	7/1/15	5,3085,508	10/10/17
NO PEEKING!	85/095,330	7/28/10	4,008,537	8/9/11

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date
	85/095,325	7/28/10	3,969,430	5/31/11
MEN IN KILTS	77/875,834			
Just smarter.	87/791,799	2/9/18	5,603,318	11/6/18
	87/704,790	12/1/17	5,603,069	11/6/18
FLYFOE	87/493,289	6/16/17	5,591,262	10/23/18
	85/885,488	3/25/13	4,998,538	7/12/16
PESTMASTER PATRIOTS OF AMERICA	85/885,452	3/25/13	4,998,537	7/12/16
	85/165,861	11/1/10	3,977,546	6/14/11
ECOFREEZE	85/165,847	11/1/10	3,977,542	6/14/11

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date
	77/107,832	2/14/07	3,323,375	10/30/07
PESTMASTER	73,653,395	4/6/1987	1,465,865	11/17/1987
PEST MANAGEMENT WITH ENVIRON-METALITY	85/179,041	11/17/10	3,981,535	6/21/11