

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Five Star Connect, Inc.		09/03/2021	Corporation: DELAWARE
Gotcha Covered Franchising, LLC		09/03/2021	Limited Liability Company: COLORADO
Bio-One IP Group, LLC		09/03/2021	Limited Liability Company: COLORADO
Five Star Bath LLC		09/03/2021	Limited Liability Company: UTAH

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: 12

Property Type	Number	Word Mark
Serial Number:	86198706	CORE
Serial Number:	90114380	GOTCHA COVERED
Serial Number:	85824530	GOTCHA COVERED BLINDS DRAPERIES SHUTTERS
Serial Number:	75747594	"GOTCHA COVERED"
Serial Number:	85831589	BIO ONE
Serial Number:	87930281	BIO ONE
Serial Number:	87930307	HELP FIRST, BUSINESS SECOND
Serial Number:	87930262	BIO-ONE
Serial Number:	87898148	BIO-ONE
Serial Number:	87841583	BATHSOLUTIONS
Serial Number:	87846880	
Serial Number:	86964402	FIVE STAR BATH SOLUTIONS

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:	09/04/2021

Total Attachments: 9
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2021 (the “**Agreement**”), by and between FIVE STAR CONNECT, INC., a Delaware corporation, GOTCHA COVERED FRANCHISING, LLC, a Colorado limited liability company, BIO-ONE IP GROUP, LLC, a Colorado limited liability company, FIVE STAR BATH LLC, a Utah limited liability company (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**”), FS PEP HOLDCO, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), 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 the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in substantially all of its 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, all common law rights associated with the foregoing, and all rights of priority associated with the foregoing, together with 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.

Notwithstanding the foregoing or anything else to the contrary herein or in any other Loan Document, “IP Collateral” shall not include and the security interest granted under this Section 2 shall not attach to any Excluded Collateral (as defined in the Security Agreement).

Notwithstanding anything contained herein to the contrary, “IP Collateral” shall not include any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

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.

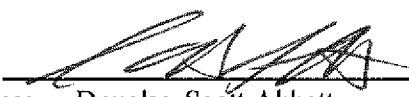
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

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.

DEBTORS:

FIVE STAR CONNECT, INC.
a Delaware corporation

By: 
Name: Douglas Scott Abbott
Title: Chief Executive Officer

GOTCHA COVERED FRANCHISING, LLC
a Colorado limited liability company

By its Manager:

FS PEP HOLDCO, LLC

By: _____
Name: Douglas L. Kennealey
Title: President

BIO-ONE IP GROUP, LLC
a Colorado limited liability company

By its Manager:

FS PEP HOLDCO, LLC

By: _____
Name: Douglas L. Kennealey
Title: President

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DEBTORS:


FIVE STAR CONNECT, INC.
a Delaware corporation

By: _____
Name: Douglas Scott Abbott
Title: Chief Executive Officer

GOTCHA COVERED FRANCHISING, LLC
a Colorado limited liability company

By its Manager:


FS PEP HOLDCO, LLC

By:  _____
Name: Douglas L. Kennealey
Title: President

BIO-ONE IP GROUP, LLC
a Colorado limited liability company

By its Manager:

FS PEP HOLDCO, LLC

By:  _____
Name: Douglas L. Kennealey
Title: President

DEBTORS (CONT.):

FIVE STAR BATH LLC

a Utah limited liability company

By its Manager:

FS PEP HOLDCO, LLC



By: _____

Name: Douglas L. Kennealey

Title: President

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: 
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement


Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Owner	Application No.	Country
	4,824,802	Five Star Connect, Inc.	86/198,706	USA
	6,313,334	Gotcha Covered Franchising, LLC	90/114,380	USA
	4,517,040	Gotcha Covered Franchising, LLC	85/824,530	USA
GOTCHA COVERED	2,470,971	Gotcha Covered Franchising, LLC	75/747,594	USA
	4,406,169	Bio-One IP Group, LLC	85/831,589	USA
	5,643,348	Bio-One IP Group, LLC	87/930,281	USA
HELP FIRST, BUSINESS SECOND	5,632,986	Bio-One IP Group, LLC	87/930,307	USA
BIO-ONE	5,632,985	Bio-One IP Group, LLC	87/930,262	USA
BIO-ONE	5,632,049	Bio-One IP	87/898,148	USA

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Mark	Reg. No.	Owner	Application No.	Country
		Group, LLC		
bathsolutions	5,742,959	Five Star Bath LLC	87/841,583	USA
	5,668,846	Five Star Bath LLC	87/846,880	USA
FIVE STAR BATH SOLUTIONS	5,099,290	Five Star Bath LLC	86/964,402	USA