

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dwyer Franchising LLC		01/19/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Neighborly SPV Guarantor LLC		
<b>Street Address:</b>	1010 N. University Parks Dr.		
<b>City:</b>	Waco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76707		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2893559	SLIDINGSUSAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3367342617		
<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>			
<b>Phone:</b>	336-607-7503		
<b>Email:</b>	tadmin@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Tiffani D. Otey		
<b>Address Line 1:</b>	1001 West Fourth Street		
<b>Address Line 2:</b>	c/o Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101-2400		
<b>NAME OF SUBMITTER:</b>	Kimberly L. Weems		
<b>SIGNATURE:</b>	/Kimberly L. Weems/		
<b>DATE SIGNED:</b>	01/28/2022		
<b>Total Attachments: 3</b>			
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OP \$40.00 2893559

## U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (“Assignment”), effective as of the 19<sup>th</sup> day of January, 2022 is made and entered into by and between Dwyer Franchising LLC (“Assignor”) and Neighborly SPV Guarantor LLC (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor is the record owner of the United States trademark registrations and trademark applications identified in the attached Schedule A (the “Trademarks”);

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor’s entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor’s respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

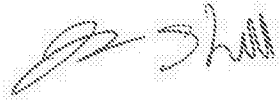
Dwyer Franchising LLC,  
a Delaware limited liability company



By: \_\_\_\_\_  
Name: Jon Shell  
Title: Chief Financial Officer and Treasurer

ASSIGNEE:

Neighborly SPV Guarantor LLC,  
a Delaware limited liability company



By: \_\_\_\_\_  
Name: Jon Shell  
Title: Treasurer

**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Application No.</b>	<b>App. Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country/Jurisdiction</b>	<b>Goods/Services</b>	<b>Status</b>
SLIDINGSUSAN	78317273	October 22, 2003	2893559	October 12, 2004	United States (Federal)	Int'l Class: 20 Prefabricated cabinet inserts and drawers	Registered