

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosquito Shield Franchise, LLC		03/11/2022	Limited Liability Company: DELAWARE
Mosquito Shield LLC		03/11/2022	Limited Liability Company: MASSACHUSETTS
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: 14			
Property Type	Number	Word Mark	
Serial Number:	85136182	MOSQUITO TERMINATORS	
Serial Number:	90714981	TAILORED TREATMENT SYSTEM	
Serial Number:	90714945	LIFE IS BETTER OUTSIDE	
Serial Number:	88918223		
Serial Number:	87100461	MASTER GUTTERVAC	
Serial Number:	86862435		
Serial Number:	86635787	LIVE BETTER	
Serial Number:	85324020	MOSQUITO SHIELD	
Serial Number:	85324006		
Serial Number:	85322205	TICK SHIELD	
Serial Number:	85322189	TICK SHIELD	
Serial Number:	85521079	SKEETER SHIELD	
Serial Number:	77501709	MOSQUITO SHIELD	
Serial Number:	77501663	BITE 'EM BACK	
CORRESPONDENCE DATA			
Fax Number:	7132266397		

CH \$365.00 85136182

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:	03/11/2022

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2022 (the “**Agreement**”), by and between MOSQUITO SHIELD FRANCHISE, LLC, a Delaware limited liability company (“**Mosquito Shield**”), and MOSQUITO SHIELD LLC, a Massachusetts limited liability company (“**MoShield**,” and together with Mosquito Shield, 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).

WITNESSETH:

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 September 3, 2021 (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 September 3, 2021 (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:

MOSQUITO SHIELD FRANCHISE, LLC
a Delaware limited liability company

By its Manager:

FS PEP HOLDCO, LLC


By: 

Name: Douglas L. Kennealey
Title: President

MOSQUITO SHIELD LLC
a Massachusetts 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: Anish Bahl
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1



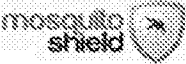
to

Patent and Trademark Security Agreement

Patents


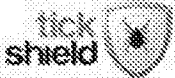
None.

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

Mark	Reg. No.	Owner	Application No.	Country
MOSQUITO TERMINATORS	4037459	Mosquito Shield Franchise, LLC	4037459	USA
TAILORED TREATMENT SYSTEM		MOSQUITO SHIELD LLC	90714981	USA
LIFE IS BETTER OUTSIDE		MOSQUITO SHIELD LLC	90714945	USA
	6383863	MOSQUITO SHIELD LLC	88918223	USA
MASTER GUTTERVAC	5341793	MOSQUITO SHIELD LLC	87100461	USA
	5324482	MOSQUITO SHIELD LLC	86862435	USA
LIVE BETTER	5156785	MOSQUITO SHIELD LLC	86635787	USA
	4083199	MOSQUITO SHIELD LLC	85324020	USA

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007657 FRAME: 0590**

Mark	Reg. No.	Owner	Application No.	Country
	4077002	MOSQUITO SHIELD LLC	85324006	USA
TICK SHIELD	4083137	MOSQUITO SHIELD LLC	85322205	USA
	4083134	MOSQUITO SHIELD LLC	85322189	USA
SKEETER SHIELD	4832101	MOSQUITO SHIELD LLC	85521079	USA
MOSQUITO SHIELD	3636568	MOSQUITO SHIELD LLC	77501709	USA
BITE 'EM BACK	3636567	MOSQUITO SHIELD LLC	77501663	USA