

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinch Fix'd Inc.		05/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6164659	DONKEYCORN	
Registration Number:	6039623	FIXD	
Registration Number:	5885637	FIXD REPAIR	
Registration Number:	6164661		
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<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>			
Phone:	4012749200		
Email:	JESSICA.DAVIS@LOCKELORD.COM		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Locke Lord LLP		
Address Line 4:	PROVIDENCE, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	1444099.00085		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		
DATE SIGNED:	03/29/2023		

CH \$115.00 6164659

Total Attachments: 5

source=3122_001#page1.tif

source=3122_001#page2.tif

source=3122_001#page3.tif

source=3122_001#page4.tif

source=3122_001#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 25, 2022, is executed by CINCH FIX'D INC., a Delaware corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to (or beneficiary of) the below-referenced Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of August 8, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (a) CINCH HOLDINGS, INC. (f/k/a Cross Country Home Holdings, Inc.), a Florida corporation (the "Borrower"), (b) each of Grantor, CINCH HOME SERVICES, INC. (f/k/a Cross Country Home Services, Inc.), a Delaware corporation ("Cinch Home Services"), HOMESURE INVESTMENT HOLDINGS, LLC (f/k/a TM Investment Holding LLC), a Delaware limited liability company ("Homesure Investment"), CINCH CONSUMER ELECTRONICS, INC. (f/k/a HWCE, Inc.), a Delaware corporation ("CCE"), CINCH ON DEMAND, INC. (f/k/a Connected Home, Inc.), a Delaware corporation ("COD"), CINCH REAL ESTATE, INC. (f/k/a HMS National, Inc.), a Florida corporation ("CRE"), HOMESURE HOLDINGS, INC. (f/k/a Old TM Inc.), a Delaware corporation ("HHI"), HOMEOWNERS MARKETING SERVICES INTERNATIONAL, INC., a Florida corporation ("Homeowners Marketing"), and CINCH INSURANCE AGENCY, INC. (f/k/a HMS Insurance Agency, Inc.), a Florida corporation ("HMS Insurance"; and collectively with Borrower, Grantor, Cinch Home Services, Homesure Investment, CCE, COD, CRE, HHI and Homeowners Marketing, collectively, the "Loan Parties" and each a "Loan Party"), (c) the Administrative Agent, and (d) the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party thereto, the Administrative Agent has agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the terms of that certain Pledge and Security Agreement, dated as of August 8, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among each of the Loan Parties, any additional entities which subsequently become parties to the Security Agreement by executing a Security Agreement Supplement, and the Administrative Agent, each Loan Party has granted to the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to the Credit Agreement, a security interest in all of such Loan Party's right, title and interest in, to and under all Collateral (as such term is defined in the Security Agreement), including without limitation the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, the parties to the Credit Agreement contemplate and intend that the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party thereto, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Credit Agreement and/or the Security Agreement as applicable.

Section 2. Grant of Security Interest in Trademarks

Grantor hereby grants to the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to the Credit Agreement, a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance of the Secured Obligations in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent, on behalf of itself as sole initial Lender and the other Lenders and Secured Parties from time to time party to the Credit Agreement, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable United States government authority record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York. The provisions of Section 7.17 (Consent to Jurisdiction) and Section 7.18 (Waiver of Jury Trial) are hereby incorporated by reference, *mutatis mutandis*.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

GRANTOR:

CINCH FIX'D INC., as Grantor

By:  _____

Name: Margaret G. Ward

Title: Authorized Officer

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
CINCH FIX'D INC.	DONKEYCORN	9/29/2020	6,164,659
CINCH FIX'D INC.	FIXD & Design	4/28/2020	6,039,623
CINCH FIX'D INC.	FIXD REPAIR	10/15/2019	5,885,637
CINCH FIX'D INC.	Design (Winged Donkey)	9/29/2020	6,164,661

[Schedule A to Trademark Security Agreement]