

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852036

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FEMO Group LP		11/07/2023	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CURRENT YIELD WITH PARTICIPATION FUND VII, LLC		
<b>Street Address:</b>	9916 Logan Drive		
<b>City:</b>	Potomac		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20854		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6931180	PUT MOSQUITOS ON THE ENDANGERED SPECIES	
<b>Registration Number:</b>	6931179	THE BUFFET IS OFFICIALLY CLOSED	
<b>Registration Number:</b>	6929226	MOSQUITOS HATE US. PEOPLE LOVE US.	
<b>Registration Number:</b>	5040501	PROTECTING OUTDOOR LIFESTYLES	
<b>Registration Number:</b>	5159050	NO MORE MOSQUITOS. PERIOD.	
<b>Registration Number:</b>	5048826	MAKE MOSQUITOS A THING OF THE PAST	
<b>Registration Number:</b>	5159051	NO MORE PESTS. PERIOD.	
<b>Registration Number:</b>	5112357	QUICKNIX	
<b>Registration Number:</b>	3074222	MOSQUITONIX	
<b>Registration Number:</b>	3380159	MOSQUITONIX	
<b>Registration Number:</b>	6216579	STOP DONATING BLOOD	
<b>Registration Number:</b>	5245530	THE OTG LIFESTYLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3012302891		
<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>	3012305242		
<b>Email:</b>	evonvorys@shulmanrogers.com		
<b>Correspondent Name:</b>	Eric J. von Vorys		
<b>Address Line 1:</b>	12505 Park Potomac Avenue		

OP \$315.00 6931180

**Address Line 2:** Sixth Floor  
**Address Line 4:** Potomac, MARYLAND 20854

**NAME OF SUBMITTER:** Eric J. von Vorys

**SIGNATURE:** /EricJvonVorys/

**DATE SIGNED:** 11/08/2023

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified, this "Agreement"), dated as of November 7, 2023, is made by FEMO Group LP, a Texas limited partnership ("Pledgor"), in favor of CURRENT YIELD WITH PARTICIPATION FUND VII, LLC, a Delaware limited liability company ("CYWP Fund VII"), as agent for Lenders (in such capacity, together with its successors and assigns, "Agent").

RECITALS

WHEREAS, Pledgor, FEMO OPERATIONS LP, a Delaware limited partnership ("FEMO Operations"), FEMO FRANCHISE SYSTEMS LP, a Delaware limited partnership ("FEMO Franchise"), FEMO-JACKSONVILLE LLC, a Texas limited liability company ("FEMO Jacksonville"), FEMO-TEXAS LP, a Delaware limited partnership ("FEMO Texas"), FEMO-ORLANDO LLC, a Texas limited liability company ("FEMO Orlando"), FEMO HILTON HEAD LLC, a Texas limited liability company ("FEMO Hilton Head"), FEMO-WC FLORIDA LLC, a Florida limited liability company ("FEMO Florida I"), FEMO-WC FLORIDA, LLC, a Texas limited liability company ("FEMO Florida II"), FEMO Group Franchise Systems, LLC, a Texas limited liability company ("FEMO GROUP Franchise"), and FEMO-MID-CITIES LLC, a Delaware limited liability company ("FEMO Mid-Cities" and, with Parent, FEMO Operations, FEMO Franchise, FEMO Jacksonville, FEMO Texas, FEMO Orlando, FEMO Hilton Head, FEMO Florida I, FEMO Florida II, FEMO Dallas, and FEMO Group Franchise, each a "Borrower" and collectively "Borrowers"), and the entities which are now or which hereafter become a party thereto (collectively, the "Lenders" and individually a "Lender") and CURRENT YIELD WITH PARTICIPATION FUND VII, LLC, a Delaware limited liability company ("CYWP Fund VII"), as agent for Lenders (in such capacity, together with its successors and assigns, "Agent"), are parties to that certain Loan And Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

WHEREAS, to secure the all Obligations (monetary or non-monetary) of Borrowers arising under the terms of the Loan Agreement, Pledgor has agreed to grant to Agent a first-priority security interest in certain assets of Pledgor including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Obligations, Pledgor hereby grants to Agent a continuing security interest in and to any and all of Pledgor's right, title, and interest in and to all of the following now owned and existing and hereafter arising, created, or acquired property (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "Trademarks"); and

(iii) copyrights, copyright registrations, and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Copyrights").

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan

Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Maryland. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the payment in full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by Pledgor, at Pledgor's cost and expense, as shall be necessary to evidence termination of the security interest granted by Pledgor to Agent hereunder.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Modification. This Agreement cannot be altered, amended, or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Pledgor and Agent.

7. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its respective successors and permitted assigns, and shall inure to the benefit of Agent and Lenders and their respective successors, nominees, and assigns; provided, however, Pledgor shall not assign this Agreement or any of Pledgor's obligations hereunder without the prior written consent of Agent.

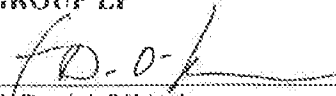
8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Pledgor agrees to promptly and duly execute and deliver such further agreements, instruments, and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Pledgor acknowledges that a copy of this Agreement will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Pledgor.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF MARYLAND WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

IN WITNESS WHEREOF, the undersigned Pledgor has duly executed this Intellectual Property Security Agreement in favor of Agent, as of the date first written above.

FEMO GROUP LP

By:   
Name: F. Daniel O'Neal  
Title: Authorized Signatory

Agreed and Acknowledged:

CURRENT YIELD WITH PARTICIPATION FUND VII, LLC,  
as Agent

By: CYPF Manager VII, LLC

By: \_\_\_\_\_  
Name:  
Title: Manager

Signature Page to Intellectual Property Security Agreement

TRADEMARK  
REEL: 008253 FRAME: 0585

IN WITNESS WHEREOF, the undersigned Pledgor has duly executed this Intellectual Property Security Agreement in favor of Agent, as of the date first written above.

FEMO GROUP LP

By: \_\_\_\_\_  
Name: F. Daniel O'Neal  
Title: Authorized Signatory

Agreed and Acknowledged:

CURRENT YIELD WITH PARTICIPATION FUND VII, LLC,  
as Agent

By: CYPF Manager VII, LLC

By:  \_\_\_\_\_  
Name: David Brink  
Title: Manager

Signature Page to Intellectual Property Security Agreement

EXHIBIT A

PATENTS

None.



EXHIBIT B  
TRADEMARKS

Description of Intellectual Property	Serial Number	Registration Number	Registration Date	Owner
MOSQUITONIX ELVES (IN PROGRESS)				FEMO Group LP
PESTNIX	98100929	N/A	N/A	FEMO Group LP
PUT MOSQUITOS ON THE ENDANGERED SPECIES LIST®	97458021	6931180	12/20/2022	FEMO Group LP
THE BUFFET IS OFFICIAL CLOSED®	97457978	6931179	12/20/2022	FEMO Group LP
MOSQUITOS HATE US. PEOPLE LOVE US.	97125901	6929226	12/20/2022	FEMO Group LP
PROTECTING OUTDOOR LIFESTYLES®	86894320	5040501	09/13/2016	FEMO Group LP
No More Mosquitos. Period.®	86905535	5159050	03/14/2017	FEMO Group LP
MAKE MOSQUITOS A THING OF THE PAST®	86905550	5048826	09/27/2016	FEMO Group LP
NOT MORE PESTS. PERIOD.®	86905569	5159051	03/14/2017	FEMO Group LP
QUICKNIX®	86894729 (Orig. 77272282)	5112357 (Orig. 3430345)	01/03/2017	FEMO Group LP
MOSQUITONIX®	78219586 (Orig. 76554805)	3074222	03/28/2006	FEMO Group LP
MOSQUITONIX®	77035961	3380159	02/12/2008	FEMO Group LP
STOP DONATING BLOOD®	88925525	6216579	12/08/2020	FEMO Group LP
THE OTG LIFESTYLE®	87273841	5245530	07/18/2017	FEMO Group LP

EXHIBIT C  
COPYRIGHTS

None.