CH \$3490.00 310377

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM872637

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELFOR USA GROUP INC.		11/03/2023	Corporation: COLORADO
DRIPLOC LLC		11/03/2023	Limited Liability Company: DELAWARE
1 800 WATER DAMAGE INTERNATIONAL, LLC		11/03/2023	Limited Liability Company: DELAWARE
1-800 BOARDUP INTERNATIONAL LLC		11/03/2023	Limited Liability Company: DELAWARE
PATCH BOYS INTERNATIONAL LLC		11/03/2023	Limited Liability Company: DELAWARE
COOL BINZ NORTH AMERICA, LLC		11/03/2023	Limited Liability Company: MICHIGAN
SAFER HOME SERVICES INTERNATIONAL LLC		11/03/2023	Limited Liability Company: MICHIGAN
REDBOX+ INTERNATIONAL LLC		11/03/2023	Limited Liability Company: MICHIGAN
BELFOR ENVIRONMENTAL, INC.		11/03/2023	Corporation: COLORADO
BELFOR FRANCHISE GROUP LLC		11/03/2023	Limited Liability Company: MICHIGAN
HOODZ INTERNATIONAL, LLC		11/03/2023	Limited Liability Company: DELAWARE
CHEM-DRY, INC.		11/03/2023	Corporation: UTAH
NHANCE, INC.		11/03/2023	Corporation: DELAWARE
DELTA ASSET MANAGEMENT, LLC		11/03/2023	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 S DEARBORN ST.	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 139

TRADEMARK
REEL: 008333 FRAME: 0116

900832370

Property Type	Number	Word Mark
Registration Number:	3103778	
Registration Number:	4599923	1-800-BOARDUP
Registration Number:	5164984	1-800 WATER DAMAGE
Registration Number:	5160158	RESTORING WHAT MATTERS MOST
Registration Number:	3688386	1-800 WATER DAMAGE
Registration Number:	3047978	1-800 WATER DAMAGE
Registration Number:	2982370	1-800-WATER DAMAGE
Registration Number:	2351125	RMCAT ENVIRONMENTAL SERVICES, INC.
Registration Number:	6397256	PLUMBERZ
Registration Number:	6381674	Z PLUMBERZ
Registration Number:	6591222	PLUMBERZ WITH A Z
Registration Number:	5683919	0
Registration Number:	5621896	SOAK SYSTEMS
Registration Number:	3398952	ROOTER 1
Registration Number:	3750153	PLUMBING PROFESSORS
Registration Number:	5335527	COILZ THE COIL CLEANING EXPERTS
Registration Number:	3864232	DUCTZ
Registration Number:	3813132	DUCTZ
Registration Number:	3759740	DUCTZ
Registration Number:	1698024	
Registration Number:	1747443	DUCTBUSTERS
Registration Number:	6381673	Z
Registration Number:	6381675	Z
Registration Number:	6840236	BLUE KANGAROO
Registration Number:	7069037	BLUE KANGAROO PACKOUTZ
Registration Number:	6834769	THE CONTENTS EXPERTS - WE CARE ABOUT WHA
Registration Number:	6205987	WE DO THE BEST OF THINGS IN THE WORST OF
Registration Number:	6205986	DOING THE BEST OF THINGS IN THE WORST OF
Registration Number:	5335477	
Registration Number:	5085544	BAMCOR
Registration Number:	5072307	BAMCOR MACHINERY REBUILDING & REPAIR SPE
Registration Number:	4803082	BELFOR PROPERTY RESTORATION
Registration Number:	4761668	BELFOR UNIVERSITY SKILL TECHNOLOGY INTEG
Registration Number:	4693633	BELFOR UNIVERSITY
Registration Number:	4601092	DRIPLOC
Registration Number:	4601091	
Registration Number:	4151305	BELFOR CARES
Registration Number:	4653461	RESTORING MORE THAN PROPERTY

Property Type	Number	Word Mark
Registration Number:	4400238	BELFOR
Registration Number:	4400237	BELFOR
Registration Number:	4441471	RESTORING MORE THAN PROPERTY
Registration Number:	3411615	BELFOR ENVIRONMENTAL
Registration Number:	3411593	BELFOR ENVIRONMENTAL
Registration Number:	3479341	BELFOR ENVIRONMENTAL
Registration Number:	3479340	BELFOR ENVIRONMENTAL
Registration Number:	3719089	EXECUTIVE GENERAL ESTIMATOR
Registration Number:	3722863	EXECUTIVE GENERAL ESTIMATOR
Registration Number:	3715799	GENERAL ESTIMATOR
Registration Number:	3715798	GENERAL ESTIMATOR
Registration Number:	2227674	STIMACK CONSTRUCTION COMPANY, INC.
Registration Number:	1698049	INRECON
Registration Number:	6853409	BELFOR ALERT
Registration Number:	6853410	BELFOR ALERT
Registration Number:	6897272	PREPLANLIVE
Registration Number:	4849454	HOODZ
Registration Number:	3746784	HOODZ
Registration Number:	3675459	HOODZ
Registration Number:	7173906	HOODZ FX FILTER EXCHANGE
Registration Number:	7174290	HOODZ FX FILTER EXCHANGE
Registration Number:	4862197	THE PATCH BOYS
Registration Number:	6585233	EXPERT DRYWALL REPAIR SEAMLESS PATCHES,
Registration Number:	6639074	
Serial Number:	90658283	COOL BINZ 72º
Serial Number:	97648353	COOL-BINZ
Registration Number:	4678504	SAFER HOME SERVICES
Registration Number:	5432517	SAFER HOME SERVICES
Registration Number:	4596529	REDBOX+
Registration Number:	6870079	DUMPSTER+
Serial Number:	97542892	REDBOX+ DUMPSTERS
Serial Number:	97561870	REDBOX+ DUMPSTERS
Registration Number:	6023855	DRIER. CLEANER. HEALTHIER.
Registration Number:	6024262	WORLD FAMOUS
Registration Number:	6024281	CHEM-DRY
Registration Number:	6024282	DRIER. CLEANER. HEALTHIER.
Registration Number:	6777549	THE HEALTHY WORKPLACE AUTHORITY
Registration Number:	6931767	HEALTHY FACILITY AUTHORITY

Property Type	Number	Word Mark
Registration Number:	6944246	HEALTHY OFFICE AUTHORITY
Registration Number:	6944352	YOUR HEALTHY HOME AUTHORITY
Registration Number:	7094981	FRESH-N-FREE
Registration Number:	7202835	THE HEALTHIER, DEEPER CARPET CLEANER
Registration Number:	1119887	CHEM-DRY
Registration Number:	1357192	CHEM-DRY
Registration Number:	1443783	RED ALERT
Registration Number:	1762324	THE NATURAL
Registration Number:	1815327	P.U.R.T.
Registration Number:	2452173	POWERHEAD
Registration Number:	2642677	STAIN EXTINGUISHER
Registration Number:	2670102	POWERBASE
Registration Number:	2701993	THE CARBONATED CARPET CLEANER
Registration Number:	2763429	CHEMDRY
Registration Number:	2763431	CHEMDRY
Registration Number:	2770836	CHEMDRY
Registration Number:	2793715	CHEMDRY
Registration Number:	2819247	CHEMDRY
Registration Number:	2820938	CHEMDRY
Registration Number:	2967990	CHEM CLEAN
Registration Number:	3016784	DRIER. CLEANER. HEALTHIER.
Registration Number:	3220901	WORLD FAMOUS
Registration Number:	3352772	CLEAN-DRY
Registration Number:	3780184	CHEMDRY
Registration Number:	4705153	YOUR HEALTHY HOME STARTS HERE
Registration Number:	4705154	DEEP CLEAN THE NATURAL WAY
Registration Number:	4705156	THE NATURAL WAY TO CLEANER CARPETS
Registration Number:	4885365	WE CLEAN FOR YOUR HEALTH
Registration Number:	4885369	WE CLEAN FOR YOUR HEALTH LIKE NO ONE ELS
Registration Number:	4885371	DEEP CLEAN FOR A HEALTHY HOME
Registration Number:	4885377	A DEEPER CLEANING FOR A HEALTHIER HOME
Registration Number:	4926250	REMOVES ALLERGENS IMPROVES AIR QUALITY
Registration Number:	5297476	THE HEALTHY HOME AUTHORITY
Registration Number:	5519289	CHEMDRY DRIER.CLEANER.HEALTHIER.
Registration Number:	5704815	NATURACLEAN CONTRACTOR THE DAMES
Registration Number:	5756923	CLEANING FOR THE PAWS
Registration Number:	6016973	DELTA RESTORATION SERVICES
Registration Number:	6022284	DELTA RESTORATION SERVICES

Property Type	Number	Word Mark	
Registration Number:	6058503	PEACE OF MINDDURING UNCERTAIN TIMES	
Registration Number:	6123031	DELTA RESTORATION SERVICES	
Registration Number:	3216483	DELTA DISASTER SERVICES PEACE OF MIND	
Registration Number:	4135964	PEACE OF MIND DURING UNCERTAIN TIM	
Registration Number:	4421425	ONE LOSS, ONE COMPANY, ONE CALL	
Registration Number:	5676166	DELTA RESTORATION SERVICES	
Registration Number:	4353477	FROM ROOF-TOP TO COOK-TOP	
Registration Number:	6053133	N-HANCE	
Registration Number:	6067506	WOOD REFINISHING - DONE RIGHT	
Registration Number:	6067583	N-HANCE WOOD REFINISHING	
Registration Number:	6494078	N-DURA	
Registration Number:	6540451	NDURA	
Registration Number:	2583743	NHANCE	
Registration Number:	2902117	NHANCE	
Registration Number:	2960385	NHANCE	
Registration Number:	3636605	NO DUST. NO MESS. NO ODOR.	
Registration Number:	4440018	LIGHTSPEED	
Registration Number:	4714897	N-HANCE	
Registration Number:	4772511	RETHINK REFINISHING	
Registration Number:	5285061	LIGHTSPEED	
Registration Number:	5285062	WOOD REFINISHING - DONE RIGHT	
Registration Number:	5380567	N-HANCE WOOD REFINISHING	
Registration Number:	5384573	N HANCE	
Registration Number:	5421464	NHANCE WOOD REFINISHING - DONE RIGHT	
Registration Number:	2851256	NHANCE	

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2181

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 01/31/2024 **Total Attachments: 21** source=Belfor - Intellectual Property Security Agreement (Executed) TM#page1.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page2.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page3.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page4.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page5.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page6.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page7.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page8.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page9.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page10.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page11.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page12.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page13.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page14.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page15.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page16.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page17.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page18.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page19.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page20.tif source=Belfor - Intellectual Property Security Agreement (Executed) TM#page21.tif

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 3, 2023 (this "Agreement"), by BELFOR USA GROUP INC., a Colorado corporation; DRIPLOC LLC, a Delaware limited liability company; 1 800 WATER DAMAGE INTERNATIONAL, LLC, a Delaware limited liability company; PATCH BOYS INTERNATIONAL LLC, a Delaware limited liability company; COOL BINZ NORTH AMERICA, LLC, a Michigan limited liability company; SAFER HOME SERVICES INTERNATIONAL LLC, a Michigan limited liability company; REDBOX+ INTERNATIONAL LLC, a Michigan limited liability company; BELFOR ENVIRONMENTAL, INC., a Colorado corporation; BELFOR FRANCHISE GROUP LLC, a Michigan limited liability company; CHEM-DRY, INC., a Utah corporation; NHANCE, INC., a Delaware corporation; DELTA ASSET MANAGEMENT, LLC, a Colorado limited liability company (each, a "Grantor") in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the "Administrative Agent").

Reference is made to that certain U.S. Pledge and Security Agreement, dated as of November 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among ASP BF INTERMEDIATE SUB, LLC, a Delaware limited liability company ("Initial Holdings"), BELFOR HOLDINGS INC., a Delaware corporation ("BELFOR Holdings" and the "Administrative Borrower"), BELFOR USA GROUP INC., a Colorado corporation ("Belfor USA" and, together with BELFOR Holdings, collectively, the "U.S. Borrowers"; the U.S. Borrowers, together with BELFOR EUROPE GMBH, a German corporation, and BELFOR (CANADA) INC., a Canadian corporation, collectively, the "Borrowers"), each other subsidiary of the Administrative Borrower listed on the signature pages thereto or that becomes a party thereto (Initial Holdings, the U.S. Borrowers and each such subsidiary, collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMorgan"), in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the "Administrative Agent"). The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Initial Holdings, the Borrowers, the Lenders and Issuing Banks from time to time party thereto, the Administrative Agent and others entering into the Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

- SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement (including any terms defined therein by reference).
- SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its rights, title and interest in, to or under all of the following assets (collectively, the "<u>IP Collateral</u>"):
- A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office, listed on <u>Schedule I</u> hereto;
- B. all Patents, including the issued Patent and pending Patent applications for registration in the United States Patent and Trademark Office, listed on <u>Schedule II</u> hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office, listed on <u>Schedule III</u>;

- D. all exclusive Licenses of Copyright registrations and pending applications for registration in the United States Copyright Office under which such Grantor is the licensee listed on <u>Schedule IV</u>;
- E. all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future misappropriations or infringements thereof;
- F. all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, in the case of each of clauses (A) through (F); and

G. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement*. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (WHETHER IN TORT, IN CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Jurisdiction*. The consent to jurisdiction, consent to service of process, venue and waiver of jury trial provisions set forth in Section 7.15 and Section 7.16 of the Security Agreement shall apply to this Agreement, *mutatis mutandis*, to the same extent as if fully set forth herein.

SECTION 6. Counterparts. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each, a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each party hereto agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each party hereto to the same extent as a manual, original signature and that, subject to the Legal Reservations (as defined in Credit Agreement), any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each party hereto enforceable in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication 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 Communication. For the avoidance of doubt, the authorization under this Section 6 may include use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into ".pdf" format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's (as defined in Credit Agreement) business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have

the same legal effect, validity and enforceability as a paper record. The Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format, unless expressly agreed to by the Administrative Agent pursuant to the terms hereof or procedures approved by it; <u>provided</u>, that, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any party hereto without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be as promptly as commercially practicable followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 7. *Recordation*. Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release*. This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TPG HOLDING LLC BELFOR USA GROUP INC. DRIPLOC LLC BELFOR ENVIRONMENTAL, INC., each as a Grantor

By:

Sheldon Yellen

Name: Sheldon Yellen

Title: Chief Executive Officer and President

PROFESSIONAL BUILDING MAINTENANCE, L.L.C.

1 800 WATER DAMAGE INTERNATIONAL, LLC

1-800 BOARDUP INTERNATIONAL LLC
BELFOR FRANCHISE GROUP LLC
PATCH BOYS INTERNATIONAL LLC
COOL BINZ NORTH AMERICA LLC
SAFER HOME SERVICES INTERNATIONAL LLC
REDBOX+ INTERNATIONAL LLC
HOODZ INTERNATIONAL, LLC,

By:

each as a Grantor

DocuSigned by:

Name: Sheldon Yellen

Title: Chief Executive Officer

CHEM-DRY, INC. NHANCE, INC. DELTA ASSET MANAGEMENT, LLC, each as a Grantor

By:

DocuSigned by:

Name: William Amarante
Title: Chief Executive Officer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: S B Name: Eric B. Bergeson

Title: Authorized Officer

REEL: 008333 FRAME: 0127

SCHEDULE I

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Serial No.	Reg. No.	<u>Mark</u>	<u>Grantor</u>
78654928	3103778		1-800 Boardup International LLC
86017700	4599923	1-800-BOARDUP	1-800 Boardup International LLC
87117888	5164984	1-800-WATER DAMAGE (standard character mark)	1 800 Water Damage International, LLC
87116038	5160158	RESTORING WHAT MATTERS MOST (standard character mark)	1 800 Water Damage International, LLC
77569255	3688386		1 800 Water Damage International, LLC
76614231	3047978	1-800 WATER DAMAGE	1 800 Water Damage International, LLC
76614234	2982370	1-800-WATER DAMAGE (standard character mark)	1 800 Water Damage International, LLC
75366874	2351125	CET MONTH OF THE PARTY OF THE P	Belfor Environmental, Inc.

Schedule II to Intellectual Property Security Agreement

Serial No.	Reg. No.	<u>Mark</u>	<u>Grantor</u>
88533317	6397256	PLUMBER	Belfor Franchise Group LLC
88872653	6381674	Z PLUMBERZ	Belfor Franchise Group LLC
88872648	6591222	PLUMBERZ WITH A Z	Belfor Franchise Group LLC
87880621	5683919		Belfor Franchise Group LLC
87880618	5621896	SAK	Belfor Franchise Group LLC
76670677	3398952	ROOTER 1	Belfor Franchise Group LLC
76696414	3750153	PLUMBING PROFESSORS	Belfor Franchise Group LLC
87473669	5335527	THE COLL CLEANING EXPERTS	Belfor Franchise Group LLC
77966847	3864232	DUCTZ (standard character mark)	Belfor Franchise Group LLC
77781286	3813132	DUCTZ	Belfor Franchise Group LLC
77405838	3759740	DUCTZ (standard character mark)	Belfor Franchise Group LLC

Serial No.	Reg. No.	<u>Mark</u>	Grantor
74090244	1698024		Belfor Franchise Group LLC
74278047	1747443	DUCTBUSTERS	Belfor Franchise Group LLC
88872652	6381673	2	Belfor Franchise Group LLC
88872656	6381675	Z	Belfor Franchise Group LLC
90284394	6840236	BLUE KANGAROO	Belfor Franchise Group LLC
90307108	7069037		Belfor Franchise Group LLC
90336336	6834769	THE CONTENTS EXPERTS – WE CARE ABOUT WHAT WE CARRY	Belfor Franchise Group LLC
87386886	6205987	WE DO THE BEST OF THINGS IN THE WORST OF TIMES (standard character mark)	Belfor USA Group Inc.
87386884	6205986	DOING THE BEST OF THINGS IN THE WORST OF TIMES (standard character mark)	Belfor USA Group Inc.

Serial No.	Reg. No.	<u>Mark</u>	<u>Grantor</u>
87451556	5335477		Belfor USA Group Inc.
86935409	5085544	BAMCOR (standard character mark)	Belfor USA Group Inc.
86935403	5072307	BAMCOR	Belfor USA Group Inc.
86497230	4803082	BELFOR PROPERTY RESTORATION (standard character mark)	Belfor USA Group Inc.
86280523	4761668	LI ARN ASO BO THE REAR THOSE	Belfor USA Group Inc.
86280524	4693633	BELFOR UNIVERSITY (standard character mark)	Belfor USA Group Inc.
86187753	4601092	DRIPLOC (standard character mark)	Belfor USA Group Inc.
86187752	4601091		Belfor USA Group Inc.
85262218	4151305	BELFOR Cares	Belfor USA Group Inc.
85833581	4653461	RESTORING MORE THAN PROPERTY (standard character mark)	Belfor USA Group Inc.

Serial No.	Reg. No.	<u>Mark</u>	Grantor
85891501	4400238	BELFOR (standard character mark)	Belfor USA Group Inc.
85891500	4400237	BELFOR (standard character mark)	Belfor USA Group Inc.
85833582	4441471	RESTORING MORE THAN PROPERTY (standard character mark)	Belfor USA Group Inc.
77249781	3411615	BELFOR () ENVIRONMENTAL	Belfor USA Group Inc.
77249069	3411593	BELFOR () ENVIRONMENTAL	Belfor USA Group Inc.
77249936	3479341	BELFOR ENVIRONMENTAL (standard character mark)	Belfor USA Group Inc.
77249808	3479340	BELFOR ENVIRONMENTAL (standard character mark)	Belfor USA Group Inc.
77247932	3719089	EXECUTIVE GENERAL ESTIMATOR	Belfor USA Group Inc.
77247930	3722863	EXECUTIVE GENERAL ESTIMATOR (standard character mark)	Belfor USA Group Inc.
77245534	3715799	GENERAL ESTIMATOR (standard character mark)	Belfor USA Group Inc.
77245532	3715798	GENERAL ESTIMATOR (standard character mark)	Belfor USA Group Inc.
75366873	2227674	IGONETRUCTION CONFERNALING.	Belfor USA Group Inc. ¹
74183902	1698049	INRECON	Belfor USA Group Inc.
90474437	6853409	BELFOR ALERT	Belfor USA Group Inc.

 1 Currently registered under the name Belfor USA Group, Inc. with the USPTO. To be updated to Belfor USA Group Inc. post-closing.

Schedule I to Intellectual Property Security Agreement

Serial No.	Reg. No.	<u>Mark</u>	Grantor
90474439	6853410	BELFOR	Belfor USA Group Inc.
90474429	6897272	PREPLANLIVE	Belfor USA Group Inc.
86457803	4849454	HOODZ (standard character mark)	Hoodz International, LLC
77781284	3746784	HOODZ	Hoodz International, LLC ²
77554752	3675459	HOODZ (standard character mark)	Hoodz International, LLC ³
97541471	7173906	HOODZ	Hoodz International, LLC
97546384	7174290	HOODZ FX FILTER EXCHANGE (1a)	Hoodz International, LLC
86496424	4862197	THE PATCH BOYS	Patch Boys International LLC
90576485	6585233	EXPERT DRYWALL REPAIR SEAMLESS PATCHES, SUPERIOR SERVICE No claim is made to the exclusive right to use "DRYWALL REPAIR" and "SERVICE" apart from the mark as shown.	Patch Boys International LLC
90634908	6639074		Patch Boys International LLC

 $^{^2}$ Currently registered under the name Hoodz International LLC with the USPTO. To be updated to Hoodz International, LLC

post-closing.

³ Currently registered under the name Hoodz International LLC with the USPTO. To be updated to Hoodz International, LLC post-closing.

Serial No.	Reg. No.	<u>Mark</u>	Grantor
90658283		COOL-BINZ.	COOL BINZ NORTH AMERICA LLC
		Assignment Recorded 12/06/22	
97648353		COOL-BINZ	COOL BINZ NORTH AMERICA LLC
86308264	4678504	Safer	Safer Home Services International LLC
87580485	5432517	SAFER HOME SERVICES	Safer Home Services International LLC
86170553	4596529	REDBOX+	REDBOX+ INTERNATIONAL LLC ⁴
97017427	6870079	DUMPSTER+	REDBOX+ INTERNATIONAL LLC ⁵
97542892		REDBOX+ DUMPSTERS	REDBOX+ INTERNATIONAL LLC ⁶
97561870		DUMPSTERS	REDBOX+ INTERNATIONAL LLC ⁷
88607873	6,023,855	DRIER. CLEANER. HEALTHIER.	Chem-Dry, Inc.
88643463	6,024,262	WORLD FAMOUS	Chem-Dry, Inc.
88652528	6,024,281	CHEM-DRY	Chem-Dry, Inc.
88652642	6,024,282	DRIER. CLEANER. HEALTHIER.	Chem-Dry, Inc.

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⁴ Currently registered under the name REDBOX + INTERNATIONAL LLC with the USPTO. To be updated to REDBOX+INTERNATIONAL LLC post-closing.

⁵ Currently registered under the name REDBOX + INTERNATIONAL LLC with the USPTO. To be updated to REDBOX+INTERNATIONAL LLC post-closing.

⁶ Currently registered under the name REDBOX + INTERNATIONAL LLC with the USPTO. To be updated to REDBOX+ INTERNATIONAL LLC post-closing.

⁷ Currently registered under the name REDBOX + INTERNATIONAL LLC with the USPTO. To be updated to REDBOX+INTERNATIONAL LLC post-closing.

Serial No.	Reg. No.	<u>Mark</u>	Grantor
90528630	6,777,549	THE HEALTHY WORKPLACE AUTHORITY	Chem-Dry, Inc.
90532576	6,931,767	HEALTHY FACILITY AUTHORITY	Chem-Dry, Inc.
90532591	6,944,246	HEALTHY OFFICE AUTHORITY	Chem-Dry, Inc.
90657761	6,944,352	YOUR HEALTHY HOME AUTHORITY	Chem-Dry, Inc.
97284758	7,094,981	FRESH-N-FREE	Chem-Dry, Inc.
97103265	7,202,835	THE HEALTHIER, DEEPER CARPET CLEANER	Chem-Dry, Inc.
73162101	1,119,887	CHEM-DRY	Chem-Dry, Inc.
73513798	1,357,192	CHEM-DRY	Chem-Dry, Inc.
73627660	1,443,783	RED ALERT	Chem-Dry, Inc.
74293419	1,762,324	THE NATURAL	Chem-Dry, Inc.
74218592	1,815,327	P.U.R.T.	Chem-Dry, Inc.
75865931	2,452,173	POWERHEAD	Chem-Dry, Inc.
76352585	2,642,677	STAIN EXTINGUISHER	Chem-Dry, Inc.
76266681	2,670,102	POWERBASE	Chem-Dry, Inc.
76347310	2,701,993	THE CARBONATED CARPET CLEANER	Chem-Dry, Inc.
76347033	2,763,429	CHEMDRY	Chem-Dry, Inc.
76347296	2,763,431	CHEMDRY	Chem-Dry, Inc.
76347034	2,770,836	CHEMDRY	Chem-Dry, Inc.
76347311	2,793,715	CHEMDRY	Chem-Dry, Inc.
76493810	2,819,247	CHEMDRY	Chem-Dry, Inc.

Serial No.	Reg. No.	<u>Mark</u>	Grantor
76493809	2,820,938	CHEMDRY	Chem-Dry, Inc.
76977451	2,967,990	CHEM CLEAN	Chem-Dry, Inc.
76571545	3,016,784	DRIER. CLEANER. HEALTHIER.	Chem-Dry, Inc.
78563695	3,220,901	WORLD FAMOUS	Chem-Dry, Inc.
76384922	3,352,772	CLEAN-DRY	Chem-Dry, Inc.
77698666	3,780,184	CHEMDRY	Chem-Dry, Inc.
86199191	4,705,153	YOUR HEALTHY HOME STARTS HERE	Chem-Dry, Inc.
86199219	4,705,154	DEEP CLEAN THE NATURAL WAY	Chem-Dry, Inc.
86199464	4,705,156	THE NATURAL WAY TO CLEANER CARPETS	Chem-Dry, Inc.
86651580	4,885,365	WE CLEAN FOR YOUR HEALTH	Chem-Dry, Inc.
86651646	4,885,369	WE CLEAN FOR YOUR HEALTH LIKE NO ONE ELSE	Chem-Dry, Inc.
86651730	4,885,371	DEEP CLEAN FOR A HEALTHY HOME	Chem-Dry, Inc.
86652184	4,885,377	A DEEPER CLEANING FOR A HEALTHIER HOME	Chem-Dry, Inc.
86652287	4,926,250	REMOVES ALLERGENS IMPROVES AIR QUALITY	Chem-Dry, Inc.
87040216	5,297,476	THE HEALTHY HOME AUTHORITY	Chem-Dry, Inc.
87722809	5,519,289	CHEMDRY DRIER.CLEANER.HEALTHIER.	Chem-Dry, Inc.
87788734	5,704,815	NATURACLEAN	Chem-Dry, Inc.
88146425	5,756,923	CLEANING FOR THE PAWS	Chem-Dry, Inc.
88455485	6,016,973	DELTA RESTORATION SERVICES	Delta Asset Management, LLC

Serial No.	Reg. No.	<u>Mark</u>	Grantor
88455493	6,022,284	DELTA RESTORATION SERVICES	Delta Asset Management, LLC
88663952	6,058,503	PEACE OF MINDDURING UNCERTAIN TIMES	Delta Asset Management, LLC
88664018	6,123,031	DELTA RESTORATION SERVICES	Delta Asset Management, LLC
78647475	3,216,483	DELTA DISASTER SERVICES PEACE OF MINDDURING UNCERTAIN TIMES	Delta Asset Management, LLC
77947651	4,135,964	PEACE OF MIND DURING UNCERTAIN TIMES	Delta Asset Management, LLC
85873123	4,421,425	ONE LOSS, ONE COMPANY, ONE CALL	Delta Asset Management, LLC
87632064	5,676,166	DELTA RESTORATION SERVICES	Delta Asset Management, LLC
85752748	4,353,477	FROM ROOF-TOP TO COOK-TOP	Hoodz International, LLC
88654055	6,053,133	N-HANCE	NHance, Inc.
88655806	6,067,506	WOOD REFINISHING - DONE RIGHT	NHance, Inc.
88657505	6,067,583	N-HANCE WOOD REFINISHING	NHance, Inc.
88720601	6,494,078	N-DURA	NHance, Inc.
88778068	6,540,451	NDURA	NHance, Inc.
76222187	2,583,743	NHANCE	NHance, Inc.
76524432	2,902,117	NHANCE	NHance, Inc.
76524429	2,960,385	NHANCE	NHance, Inc.
77514168	3,636,605	NO DUST. NO MESS. NO ODOR.	NHance, Inc.
85905797	4,440,018	LIGHTSPEED	NHance, Inc.
86218897	4,714,897	N-HANCE	NHance, Inc.
86451855	4,772,511	RETHINK REFINISHING	NHance, Inc.

Serial No.	Reg. No.	<u>Mark</u>	<u>Grantor</u>
87335098	5,285,061	LIGHTSPEED	NHance, Inc.
87335124	5,285,062	WOOD REFINISHING - DONE RIGHT	NHance, Inc.
87511591	5,380,567	N-HANCE WOOD REFINISHING	NHance, Inc.
87479299	5,384,573	N HANCE	NHance, Inc.
87335080	5,421,464	NHANCE WOOD REFINISHING - DONE RIGHT	NHance, Inc.
76222186	2,851,256	NHANCE	NHance, Inc.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

App Serial No.	Grantor	<u>Title</u>	Pat No.
15/136683	Driploc LLC ⁸	HINGED HOLD-OPEN ASSEMBLY FOR ROOF VENTILATOR	9869488
15/481246	Driploc LLC ⁹	ROOF VENTILATOR REINFORCEMENT AND HINGE SYSTEM	10619871
16/555,962	Chem-Dry, Inc.	STAIN AND ODOR TREATMENT	11,118,145
17/351,335	Chem-Dry, Inc.	CLEANING COMPOSITIONS CONTAINING GUM AND METHODS OF USE THEREWITH	11,384,314
17/020,924	Chem-Dry, Inc.	CLEANING COMPOSITIONS CONTAINING GUM AND METHODS OF USE THEREWITH	11,459,529
10/805,905	Chem-Dry, Inc.	DEVICE FOR REMOVING RESIDUES FROM SURFACES AND A METHOD FOR ACCOMPLISHING THE SAME	6,905,553
10/937,583	Chem-Dry, Inc.	COMPOSITION FOR REMOVING STAINS FROM TEXTILES	7,271,140
10/778,858	Chem-Dry, Inc.	METHOD AND SYSTEM FOR SPOT-DYEING TEXTILES	7,503,940
11/765,285	Chem-Dry, Inc.	TEXTILE CLEANING COMPOSITION AND METHOD OF USE	7,795,200
11/000,121	Chem-Dry, Inc.	SURFACE WORKING APPARATUS	8,267,607
13/722,924	Chem-Dry, Inc.	APPARATUS, SYSTEM, AND METHOD FOR DEFOAMING A WASTE TANK	9,259,671
13/660,761	Chem-Dry, Inc.	ODOR REMOVAL TREATMENT COMPRISING A PEROXIDE/CARBONATE MIXTURE	9,267,227
15/448,412	Chem-Dry, Inc.	STAIN AND ODOR TREATMENT	10,465,149
13/621,788	Chem-Dry, Inc.	TRUCK MOUNTED CLEANING SYSTEM	10,646,088
13/621,746	Chem-Dry, Inc.	VACUUM PATHWAY IN A CLEANING DEVICE	10,888,209
11/779,355	Chem-Dry, Inc.	METHOD FOR REMOVING STAINS FROM TEXTILES	7,404,224
12/392,011	Chem-Dry, Inc.	SEALER COMPOSITION	7,887,625

Inventor assignments to Driploc LLC to be filed post-closing. Inventor assignments to Driploc LLC to be filed post-closing.

Schedule II to Intellectual Property Security Agreement

App Serial No.	<u>Grantor</u>	<u>Title</u>	Pat No.
17/193,230	Driploc LLC ¹⁰	HINGE ASSEMBLY	11,788,745
11/383,386	NHance, Inc.	SEALER COMPOSITION	7,879,406
11/188,066	NHance, Inc.	COMPOSITION AND METHOD FOR CLEANING AND NEUTRALIZING A SURFACE	8,097,575
13/238,979	NHance, Inc.	FLEXIBLE TRANSLUCENT COLOR MATCHING APPARATUS	10,124,623
11/687,656	REDBOX+ INTERNATIONAL LLC	DUMPSTER AND PORTABLE TOILET SYSTEM	7,966,675
14/719,070	REDBOX+ INTERNATIONAL LLC	DUMPSTER AND PORTABLE TOILET SYSTEM	9,771,730
17/748,355	COOL BINZ NORTH AMERICA LLC	CLIMATE-CONTROLLED PORTABLE STORAGE UNIT WITH WINDOW FOR REMOTE CONTROL ACCESS TO CLIMATE CONTROLS	N/A
17/380,623	Chem-Dry, Inc.	CLEANING MACHINE EXTRACTOR HEAD	N/A
17/531,357	Chem-Dry, Inc.	VACUUM EXTRACTION HEAD WITH ADJUSTABLE-HEIGHT BRUSH	N/A
17/959,519	Chem-Dry, Inc.	CLEANING COMPOSITIONS CONTAINING GUM AND METHODS OF USE THEREWITH	N/A
17/220,521	Driploc LLC ¹¹	GREASE CATCHER FOR EXHAUST SYSTEM	N/A
17/558,684	Driploc LLC ¹²	HANDLE ASSEMBLY	N/A
17/971,179	Driploc LLC ¹³	HINGE ASSEMBLY	N/A

Currently registered under the name DROPLOC, INC. with the USPTO. To be updated to DRIPLOC LLC post-closing.
 Currently registered under the name DROPLOC, INC. with the USPTO. To be updated to DRIPLOC LLC post-closing.
 Currently registered under the name DROPLOC, INC. with the USPTO. To be updated to DRIPLOC LLC post-closing.
 Currently registered under the name DROPLOC, INC. with the USPTO. To be updated to DRIPLOC LLC post-closing.
 Currently registered under the name DROPLOC, INC. with the USPTO. To be updated to DRIPLOC LLC post-closing.

SCHEDULE III

U.S. COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Title</u>	Reg. No.	<u>Owner</u>
Belfor: mold remediation guidelines.	TXu001045136	Belfor USA Group Inc. 14
Belfor: mold remediation guidelines: I policies.	TXu001045135	Belfor USA Group Inc. ¹⁵
Belfor: mold remediation job book.	TXu001045134	Belfor USA Group Inc. ¹⁶
Belfor University Manual – Insulation & Ventilation.	TX0008075634	Belfor USA Group Inc.
Belfor University Manual – Often Overlooked Items.	TX0008045944	Belfor USA Group Inc.
Belfor University Manual – Structure Estimating.	TX0008048894	Belfor USA Group Inc.
Belfor University Plumbing Estimating Training Manual.	TX0008422975	Belfor USA Group Inc.
After The Fire Booklet	TX0008289242	1-800 Boardup International LLC ¹⁷

Schedule III to Intellectual Property Security Agreement

¹⁴ Currently registered under the name Belfor USA Group, Inc. with the USCO. To be updated to Belfor USA Group Inc. postclosing.

¹⁵ Currently registered under the name Belfor USA Group, Inc. with the USCO. To be updated to Belfor USA Group Inc. post-

closing.

16 Currently registered under the name Belfor USA Group, Inc. with the USCO. To be updated to Belfor USA Group Inc. post-

¹⁷ Currently registered under the name 1-800-BOARDUP with the USCO. To be updated to 1-800 Boardup International LLC post-closing.

SCHEDULE IV

EXCLUSIVE U.S. COPYRIGHT LICENSES

None.

RECORDED: 01/31/2024

Schedule IV to Intellectual Property Security Agreement