TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Cleaning Authority, LLC		09/21/2018	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Brightwood Loan Services LLC
Street Address:	810 Seventh Avenue
Internal Address:	26th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4169942	DETAIL-CLEAN ROTATION SYSTEM
Registration Number:	4116370	DETAIL-CLEAN ROTATION SYSTEM
Registration Number:	3448682	LIFE'S TOO SHORT TO CLEAN YOUR OWN HOME
Registration Number:	4391804	MYTCA REWARD$
Registration Number:	2237954	THE CLEANING AUTHORITY
Registration Number:	3543199	THE CLEANING AUTHORITY
Registration Number:	3543201	THE CLEANING AUTHORITY CLEAN HOMES. CLEA
Registration Number:	5475432	WHY WORK AFTER WORK?
Registration Number:	5145535	THE CLEANING AUTHORITY CARES

CH $240.00 4169942

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	063103-0000
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	09/21/2018

Total Attachments: 7
source=Villa - Trademark Security Agreement#page1.tif
source=Villa - Trademark Security Agreement#page2.tif
source=Villa - Trademark Security Agreement#page3.tif
source=Villa - Trademark Security Agreement#page4.tif
source=Villa - Trademark Security Agreement#page5.tif
source=Villa - Trademark Security Agreement#page6.tif
source=Villa - Trademark Security Agreement#page7.tif

Execution Version

TRADEMARK SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated September 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Brightwood Loan Services LLC, a Delaware limited liability company ("Brightwood"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Villa Bidco Inc., a Delaware corporation (the "Borrower"), Villa Parent Inc., a Delaware corporation ("Holdings"), Brightwood, as Administrative Agent and Collateral Agent, Brightwood and NXT Capital, LLC, as Joint Lead Arrangers, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of September 21, 2018 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the

fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

AUTHORITY BRANDS, LLC,
as Initial Grantor

By: _____
Name: John Patrick Dannelly
Title: Vice President and Chief Financial Officer

THE CLEANING AUTHORITY, LLC,
as Initial Grantor

By: _____
Name: John Patrick Dannelly
Title: Vice President and Chief Financial Officer

HOMEWATCH CAREGIVERS, LLC,
as Initial Grantor

By: _____
Name: John Patrick Dannelly
Title: Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

BRIGHTWOOD LOAN SERVICES LLC,
as Collateral Agent

By: _____
Name: Phil Daniele
Title: Chief Risk Officer

By: _____
Name: Damien Dwin
Title: Managing Member

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Registered Owner/Grantor	Application/Registration Number	Application/Registration Date	Status
AUTHORITY BRANDS	Authority Brands, LLC	5547397	Aug 21 2018	Registered
DETAIL-CLEAN ROTATION SYSTEM	The Cleaning Authority, LLC	4169942	Jul 10 2012	Registered
DETAIL-CLEAN ROTATION SYSTEM DETAIL-CLEAN ROTATION SYSTEM	The Cleaning Authority, LLC	4116370	Mar 20 2012	Registered
LIFE'S TOO SHORT TO CLEAN YOUR OWN HOME LIFE'S TOO SHORT TO CLEAN YOUR OWN HOME	The Cleaning Authority, LLC	3448682	June 17 2008	Registered
MYTCA REWARD$ MyTCA REWARD$	The Cleaning Authority, LLC	4391804	Aug 27 2013	Registered
THE CLEANING AUTHORITY	The Cleaning Authority, LLC	2237954	Apr 13 1999	Registered
THE CLEANING AUTHORITY Cleaning Authority	The Cleaning Authority, LLC	3543199	Dec 9 2008	Registered

THE CLEANING AUTHORITY CLEAN HOMES. CLEAN EARTH.	The Cleaning Authority, LLC	3543201	Dec 9 2008	Registered
WHY WORK AFTER WORK?	The Cleaning Authority, LLC	5475432	May 22 2018	Registered
THE CLEANING AUTHORITY CARES	The Cleaning Authority, LLC	5145535	Feb 21 2017	Registered
HOME CARE AS UNIQUE AS YOUR LOVED ONE	Homewatch CareGivers, LLC	88015819	Jun 26 2018	Pending
HOMEWATCH	Homewatch CareGivers, LLC	3168605	Nov 7 2006	Registered
HOMEWATCH AT HOME LIVING ASSISTANCE	Homewatch CareGivers, LLC	2471435	Jul 24 2001	Registered
HOMEWATCH CAREGIVERS	Homewatch CareGivers, LLC	2683038	Feb 4 2003	Registered
HOMEWATCH CAREGIVERS CARE+	Homewatch CareGivers, LLC	87568051	Aug 14 2017	Pending
HOMEWATCH CAREGIVERS CARE360	Homewatch CareGivers, LLC	87568007	Aug 14 2017	Pending (To Be Abandoned)
HOMEWATCH CAREGIVERS Stylized Letter Design	Homewatch CareGivers, LLC	87859075	Apr 2 2018	Pending

PATHWAYS TO MEMORY	Homewatch CareGivers, LLC	3450883	Jun 17 2008	Registered
SERVING THROUGH CARE	Homewatch CareGivers, LLC	4596839	Sep 2 2014	Registered
THE POWER OF CARE	Homewatch CareGivers, LLC	4309077	Mar 26 2013	Registered