

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528075

<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>
HI Training LLC		05/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Esquire Bank		
<b>Street Address:</b>	100 Jericho Quadrangle		
<b>City:</b>	Jericho		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11753		
<b>Entity Type:</b>	Chartered Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2341033	NATIONAL INSTITUTE OF BUILDING INSPECTOR	
<b>Registration Number:</b>	1844346	NIBI	
<b>Registration Number:</b>	1850656	NIBI NATIONAL INSTITUTE BUILDING INSPECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5163573792		
<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>	5162969182		
<b>Email:</b>	aronneburger@cullenanddykman.com		
<b>Correspondent Name:</b>	Karen I. Levin and Ariel E. Ronneburger		
<b>Address Line 1:</b>	100 Quentin Roosevelt Boulevard		
<b>Address Line 2:</b>	Cullen and Dykman LLP		
<b>Address Line 4:</b>	Garden City, NEW YORK 11530		
<b>NAME OF SUBMITTER:</b>	Ariel E. Ronneburger		
<b>SIGNATURE:</b>	/Ariel E. Ronneburger/		
<b>DATE SIGNED:</b>	06/17/2019		
<b>Total Attachments: 15</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, amended and restated, supplemented, or otherwise modified from time to time, the "IP Security Agreement") dated as of May 23, 2019, is made by MASTER COMPANIES, LLC, a Delaware limited liability company ("Borrower"), and MASTER HOME SERVICES, LLC, MASTER COMPANIES INVESTMENTS, LLC, MASTER POOL LLC, HM SERVICES, LLC, HMG SERVICES, LLC and HOME TECHNOLOGY SERVICES, LLC, each a Delaware limited liability company, PM FRANCHISING, LLC and HI TRAINING, LLC, each a Utah limited liability company, and SERVICES SOLUTIONS COMPANY, INC., a North Carolina corporation (each a "Corporate Guarantor", and collectively with Borrower hereinafter referred to as the "Grantor") in favor of Esquire Bank, National Association, having an address of 100 Jericho Quadrangle, Suite 100, Jericho, New York 11753, as the Secured Party (the "Secured Party").

WHEREAS, the Grantor has entered into a Loan and Security Agreement with Secured Party dated as of May 23, 2019 (such Loan and Security, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Loan Agreement") Terms defined in the Loan Agreement and not otherwise defined herein are used as defined in the Loan Agreement. The Loan Agreement is incorporated by reference into this IP Security Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has agreed to grant a security interest in certain intellectual property of the Grantor to and for the benefit of the Secured Party, in exchange for a loan made by Secured Party to Borrower, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the United States Patent and Trademark Office and/or the United States Copyright Office (or any successor office or any similar office in any state or political subdivision) and other governmental authorities.

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

### 1. GRANT OF SECURITY

Each Grantor hereby pledges and grants to and for the benefit of the Secured Party a lien on and security interest in and to all of such Grantor's right, title, and interest in, to and under the following property, wherever located and whether now existing or hereafter arising or acquired from time to time (collectively, the "Collateral"):

- 1.1 all United States registrations and applications for trademarks, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names, and other source identifiers, whether or not registered, whether statutory or common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the United States Patent and Trademark Office or in any office or agency of any State or Territory of the United States or of any foreign country (but excluding

any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under the applicable laws), and all rights therein provided by international treaties or conventions or other applicable laws, with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto including those trademarks set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Secured Party from time to time (the "Trademarks").

- 1.2 all copyrights, whether registered or unregistered, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or under common law, whether published or unpublished, registered or recorded in the United States whether published or unpublished, all rights and privileges arising under the applicable law with respect to such copyrights, any renewals or extensions thereof, all copyrights of works derived from such copyrights, including, without limitation, the copyright registrations and copyright applications, together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto including those copyrights described in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Secured Party from time to time) (the "Copyrights").
- 1.3 any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or obtain other legal or equitable relief, as well as all other accrued and unaccrued causes of action (whether in contract, tort, or otherwise) or rights to claim, sue or collect damages for, or enjoin or obtain other legal and equitable relief for, misuse, dilution, violation, unfair competition, or other impairment (whether past, present, or future) thereof, including expired terms.
- 1.4 all income, fees, royalties and proceeds (now or hereafter due and/or payable) of, collateral for and supporting obligations relating to, any and all of the foregoing, including without limitation, payments under all licenses at any time entered into in connection therewith.

## 2. RECORDATION

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and/or Register of Copyrights, and any other applicable government officer record this IP Security Agreement.

Grantor also authorizes the Secured Party to file UCC financing statements for any collateral in such filing offices as Secured Party reasonably deems advisable to perfect or protect the Security Interest.

### 3. PERFECTION AND PRIORITY

Grantor represents and warrants to Secured Party that:

- 3.1 The security interest in each Trademark described in Schedule A will be perfected upon the filing of a UCC financing statement with all information required in the applicable UCC filing office.
- 3.2 The security interest in each Copyright described in Schedule B will be perfected upon the filing of this IP Security Agreement in the United States Copyright Office (the "Copyright Office").
- 3.3 For each item of Collateral, the security interest thus perfected will have priority over a competing security interest in the item if:
  - a. when such UCC financing statement is filed, there is no effective filed financing statement for the competing security interest.
  - b. and for such Trademarks, this IP Security Agreement is recorded in the United States Patent and Trademark Office within three months after the security interest attaches and the competing security interest is not recorded in the United States Patent and Trademark Office before the end of that three-month period.
  - c. for such Copyrights, this IP Security Agreement is recorded in the Copyright Office within one month after the security interest attaches and a competing security interest is not recorded in the Copyright Office before the end of that one-month period.

### 4. PROTECTION OF COLLATERAL

- 4.1 Grantor will comply in all material respects with all United States laws and regulations applicable to any Collateral.
- 4.2 With respect to the Collateral, Grantor will take all reasonable steps to maintain the registrations of all registered Collateral in full force and effect, prosecute any pending applications for registration of such Collateral, and prevent any such Collateral from being abandoned, forfeited, or dedicated to the public. This includes, but is not limited to, paying all maintenance and other required fees when due, filing timely applications for renewal or extension, and filing affidavits or declarations of use under Sections 8 and 15 of the Lanham Act.

- 4.3 Grantor will use proper notice of copyright proprietorship in connection with publication of its Copyrighted works and use proper statutory notices in connection with its use of registered Trademarks, and will additionally use appropriate <sup>TM</sup> and <sup>SM</sup> notices for claimed trademarks and service marks when applications are or are not pending before the United States Patent and Trademark Office.
- 4.4 Grantor will promptly notify Secured Party, providing reasonable details, of any infringement, dilution, misappropriation, or other violation of any Collateral, and shall take all reasonable actions to stop such infringement, dilution, misappropriation, or other violation, including seeking damages for or enjoining such conduct.
- 4.5 Grantor will promptly notify Secured Party, providing reasonable details, of the institution of any proceeding before a Governmental Authority regarding the validity or enforceability of Grantor's right to register, own, or use any Collateral, and of any adverse determination on the merits in any such proceeding, and shall take reasonable steps to defend its rights in the Collateral in such proceedings and other interference, reexamination, opposition, cancellation, infringement, dilution, misappropriation, and other proceedings.
- 4.6 Grantor will maintain the standards of quality of all products manufactured, distributed, and sold, and in the performance of services provided, in connection with Trademark Collateral at a level at least as high as on the date of this IP Security Agreement. Grantor will take all action necessary to ensure that any licensee of its Trademarks adheres to these standards of quality for the goods and services provided by the licensee using the licensed Trademark.

## 5. LICENSE TO SECURED PARTY TO USE COLLATERAL

Solely to enable Secured Party to exercise its rights and remedies under this Section during and after an Event of Default as defined herein and in the Loan Agreement, Grantor grants Secured Party a nonexclusive, irrevocable worldwide license to use and exercise Grantor's rights in or to any of Grantor's Collateral, without payment of royalties or compensation to Grantor. The term of this license is the same as the term of this IP Security Agreement. For licensed Trademarks, this license is subject to Grantor's standards of quality control and inspection (as provided in Section 4.6) as necessary to avoid the risk of invalidation of the Trademarks.

## 6. AFTER-ACQUIRED COLLATERAL

- 6.1 Grantor will notify Secured Party of each acquisition within 7 days after the effective date of an interest in a registered or applied-for Copyright or Trademark. Grantor will provide the addendum/addenda to Schedules A and B, as appropriate, listing the acquired interests. All addendum/addenda will become part of the relevant Schedule effective upon Secured Party's receipt of the addendum/addenda.

- 6.2 Without limiting Grantor's obligations, Secured Party may at any time unilaterally provide an addendum to any of Schedule, as appropriate, to include any such after-acquired Collateral, whether or not Grantor has notified Secured Party of its acquisition. Each addendum will become part of the relevant schedule effective upon Secured Party's sending a copy of the addendum to Grantor. Grantor's or Secured Party's failure to provide an addendum will not limit or detract from the security interest in the after-acquired collateral or other Collateral.

## 7. TERM AND TERMINATION

Upon the payment in full under the Loan Agreement, the pledge, assignment, and security interest granted hereby shall terminate and all rights to the Collateral shall revert back to the applicable Grantor. This IP Security Agreement shall remain in effect, and Secured Party will have no obligation to release any Collateral, until all the secured obligations are completely and indefeasibly paid and performed in full and Secured Party no longer has any commitment to make any Loan to Grantor.

## 8. EVENTS OF DEFAULT.

Any of the following events or occurrences shall constitute an Event of Default under this IP Security Agreement:

- a. The occurrence of any Event of Default as defined in the Loan Agreement;
- b. The failure of Grantor to perform or comply with any provision of this IP Security Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any; or
- c. The occurrence of a material adverse change in the condition, marketability or value of the Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Secured Party.

## 9. RIGHTS AND REMEDIES UPON DEFAULT

Upon the occurrence of any Event of Default as defined herein or in the Loan Agreement, Secured Party shall have, in addition to all other rights and remedies of Secured Party under this IP Security Agreement (1) all rights and remedies granted to a secured party in the UCC, and (2) all rights and remedies with respect to the Collateral granted to Secured Party under the Loan Agreement, and (3) all rights and remedies of Secured Party with respect to the Collateral available under applicable law. Nothing contained herein shall be construed as requiring Secured Party to take any action at any time. All of Secured Party's rights and remedies, whether provided under this IP Security Agreement, the Loan Agreement, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## 10. 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

## 11. GRANTS, RIGHTS, AND REMEDIES

This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

## 12. REPRESENTATIONS AND WARRANTIES

Grantor hereby represents and warrants that all Trademarks and Copyrights included on Schedules A and B, respectively, are valid and enforceable and that Grantor will not take any steps to assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral during the pendency of this IP Security Agreement, unless upon permission granted by the Secured Party. Grantor and Secured Party represent and warrant that they have the power and capacity to enter into this IP Security Agreement, and perform all obligations under this IP Security Agreement, and that the execution and delivery of, and performance of obligations under this IP Security Agreement have been duly authorized by all necessary action by or on behalf of Grantor and the Secured Party.



## 13. SECURED PARTY'S OTHER RIGHTS

### 13.1 POWER OF ATTORNEY

Grantor appoints Secured party as its attorney-in-fact, with full power of substitution, without notice to or assent by Grantor, in its own name or in Grantor's names, to:

- a. execute, deliver, and file any documents with the appropriate filing office that Secured Party reasonably deems appropriate in connection with the perfection, protection, priority, or enforcement of the Security Interest, or the removal of ineffective filings.
- b. take any actions required of Grantor under this IP Security Agreement that Grantor fails to or is unable to take in a timely manner, and
- c. while an Event of Default as defined herein and in the Loan Agreement exists, take any actions that the Secured Party deems appropriate to protect, preserve, or realize upon the Collateral or accomplish the purposes of this IP Security Agreement, and in connection with a disposition of any Collateral to assign or transfer title to such Collateral to itself or any third party purchaser, and to file with the appropriate filing office any documents necessary or advisable to implement, effectuate, or reflect the disposition.

This power of attorney is irrevocable as long as this IP Security Agreement is in effect.

### 13.2 INDEMNITY

Grantor will defend and indemnify Secured Party and its officers, employees, and agents against all losses, obligations, demands, claims, and liabilities ("Claims") asserted by a third party in connection with the transactions contemplated by this IP Security Agreement, as well as all costs and expenses (including reasonable attorneys' fees and fees of professionals) paid or incurred by the Secured Party in connection with a Claim.

### 13.3 COSTS

Grantor will pay all fees, costs, and expenses incurred by Grantor, Secured Party, or a third party in connection with actions required of Grantor under this IP Security Agreement, as well as all out-of-pocket fees, costs, and expenses (including reasonable attorneys' fees) reasonably incurred in connection with Secured Party's exercise, enforcement, or protection of its rights and remedies under this IP Security Agreement or with respect to the Collateral, and any claims and charges that in Secured Party's reasonable opinion might, if not paid, prejudice, imperil, or otherwise adversely affect the Security Interest or its priority. Grantor's obligations to Secured

Party in this Section will be payable upon demand. Until paid, such obligations will bear interest at the "Default Rate" defined in the Loan Agreement.

#### 13.4 LIMITED OBLIGATIONS

Secured Party will not be liable for any failure to exercise, or delay in exercising, any of its rights or remedies under this IP Security Agreement, or for any diminution in value of the Collateral, and will not be obligated to collect any amounts due, redeem or realize on, or make any presentments, demands, or notices of protest in connection with, any Collateral; take any steps necessary to preserve rights in any instrument, contract, license, or lease against third parties or to preserve rights against prior parties; take any actions referenced in the Section entitled "Protection of Collateral" or any other action to maintain, preserve, protect, or enforce any rights in the Collateral, or remove any liens or take any actions for the perfection, enforcement, collection, or protection of Collateral, except to the extent that such obligations may not be waived or varied under New York Uniform Commercial Code § 9-602.

#### 14. FURTHER ASSURANCES

Upon Secured Party's request, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further actions as Secured Party reasonably deems appropriate to obtain the full benefits of this IP Security Agreement, including filing or cooperating with Secured Party in filing forms or any other documents in connection with the perfection, protection, priority, or enforcement of the security interest, the termination or release of ineffective filings, and the recording of documents to cover missteps in the chain of title.

#### 15. GOVERNING LAW AND JURISDICTION

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflict of laws. Any and all disputes regarding or arising out of this IP Security Agreement shall be adjudicated solely in the federal or state courts sitting in New York.

#### 16. ENTIRE AGREEMENT

This IP Security Agreement and the Loan Agreement, which are fully incorporated into this IP Security Agreement, constitute the entire agreement between Grantor and Secured Party and supersede all prior agreements, oral or written, relating to their subject matter.

#### 17. AMENDMENTS AND WAIVERS

Except as provided with respect to describing Collateral in an appropriate addendum, this IP Security Agreement may not be modified or amended except by a writing signed by both Grantor and Secured Party, and none of the provisions may be waived except in a writing signed by both Grantor and Secured Party. No waivers will be implied, whether from any custom or course of dealing, any delay or failure in Secured Party's exercise of its rights and remedies under this IP

Security Agreement, or otherwise. Any waiver granted by Secured Party will not obligate Secured Party to grant any further, similar, or other waivers.

#### 18. SEVERABILITY

If any provision in this IP Security Agreement or its application to any person, entity, or circumstance is invalid or unenforceable to any extent, the remainder of this IP Security Agreement or the application of the provision to other persons, entities, or circumstances, will not be affected thereby and will be enforceable to the greatest extent permitted by law.

#### 19. JURY WAIVER

Grantor and Secured Party each knowingly, willingly, and irrevocably waive their rights to demand a jury trial in any action or proceeding involving this IP Security Agreement or the Collateral. A copy of this Section may be filed as a written consent to a trial by the Court.

#### 20. NOTICES AND COMMUNICATIONS

##### 20.1 GENERAL NOTICES

All notices and other communications required or permitted under this IP Security Agreement will be given pursuant to the terms of the Loan Agreement.

#### 21. SUCCESSORS AND ASSIGNS

Grantor will not assign its rights or delegate its duties under this IP Security Agreement. Secured Party may assign its secured obligations to one or more assignees on such terms as the Secured Party deems advisable. Grantor waives and will not assert against such assignee any claims, set-offs, recoupments, or defenses that Grantor may have against Secured Party.

-BALANCE OF PAGE LEFT INTENTIONALLY BLANK-

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 written above.

MASTER COMPANIES, LLC

By: \_\_\_\_\_  
Name: Michael Abdy  
Title: President

MASTER HOME SERVICES, LLC

By: \_\_\_\_\_  
Name: Michael Abdy  
Title: Manager

MASTER COMPANIES INVESTMENTS, LLC

By: \_\_\_\_\_  
Name: Michael Abdy  
Title: Manager

MASTER POOL, LLC

By: \_\_\_\_\_  
Name: Michael Abdy  
Title: Manager

HM SERVICES, LLC

By: \_\_\_\_\_  
Name: Michael Abdy  
Title: Manager

HMG SERVICES, LLC

By: \_\_\_\_\_  
Name: Michael Abdy  
Title: Manager

*(Signature Page to Intellectual Property Security Agreement)*

PM FRANCHISING, LLC

By: \_\_\_\_\_

Name: Michael Abdy

Title: Manager

HI TRAINING, LLC

By: \_\_\_\_\_

Name: Michael Abdy

Title: Manager

HOME TECHNOLOGY SERVICES, LLC

By: \_\_\_\_\_

Name: Michael Abdy

Title: Manager

SERVICES SOLUTIONS INSURANCE  
COMPANY, INC.

By: \_\_\_\_\_

Name: Michael Abdy

Title: President

STATE OF NEW YORK )

COUNTY OF NASSAU )

ss.:

On the 23rd day of May, in the year 2019 before me, the undersigned, personally appeared Michael Abdy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signatures on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.

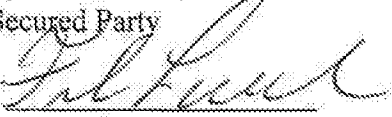
\_\_\_\_\_  
Notary Public

*(Signature Page to Intellectual Property Security Agreement)*

Marna E. Bernstein  
NOTARY PUBLIC, State of New York  
No. 0188494021  
Qualified in Nassau County  
Commission Expires August 1, 20 22

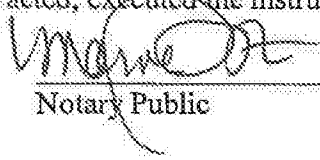
Agreed and Accepted:

ESQUIRE BANK, NATIONAL ASSOCIATION  
as Secured Party

By:   
Name: Frank Lonardo  
Title: Senior Vice President

STATE OF NEW YORK    )  
                                  )  
                                  )    ss.:  
COUNTY OF NASSAU    )

On the 24<sup>th</sup> day of May, in the year 2019 before me, the undersigned, personally appeared Frank Lonardo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Maria E. Bernstein  
NOTARY PUBLIC, State of New York  
No. 0195434021  
Qualified in Nassau County  
Commission Expires August 1, 20 22

*(Signature Page to Intellectual Property Security Agreement)*

SCHEDULE A

United States Trademarks/Service Marks:

HM SERVICES, LLC

Mark	Registration Number	Registration Date
Experience, The Housemaster Difference	1970471	April 23, 1996
Express	2674502	January 14, 2003
Housemaster	1514093	November 22, 1988
Housemaster	3741752	January 26, 2010
Housemaster, "The Home Inspection Professionals"	1960067	March 5, 1996
Housemastery	2111414	November 4, 1997
Housethings	1873825	January 17, 1995
Structurally Sound	1999271	September 10, 1996
The Guaranteed Inspection People	2039528	February 18, 1997
The Home Inspection Professionals	1514091	November 22, 1988
HouseMaster Home Inspections Done Right	3085974	April 25, 2006
Inspection Resource Guide	3167001	October 31, 2006
HouseMaster Inspection Resource Guide	3201271	January 23, 2007
HouseMaster Home Inspections, Done Right. Guaranteed.	5208548	May 23, 2017
HouseMaster Guarantee Plus	5265133	August 15, 2017
HouseMaster Cloud	5451807	April 24, 2018
Modern Candlelight	4789431	August 11, 2015
Your Local Independent Home Inspection Professional with a National Reputation	1514092	November 22, 1988
Housemaster of America	1519322	January 3, 1989

Right Choice Guarantee	No longer registered with USPTO – last owner was DBR Franchising LLC	
Interactive Guide to Home Inspections	Common Law Rights only (registration denied)	

HI TRAINING LLC

Mark	Registration Number	Registration Date
National Institute of Building Inspectors	2341033	April 11, 2000
NIBI	1844346	July 12, 1994
NIBI National Institute of Building Inspectors	1850656	August 23, 1994

PM FRANCHISING LLC

Mark	Registration Number	Registration Date
PatchMaster	5287704	September 12, 2007
PatchMaster The Drywall Repair Specialists	5575560	October 2, 2018



SCHEDULE B

**Registered Copyrights:**

**HM SERVICES, LLC**

<b>Title of Work</b>	<b>Registration Number</b>
Express Inspection Report	TX1613577
1996 Express Report	TX6011243
2001 Express Report	TX6011242
2003 Express Report	TX6085396
HouseMaster Express Report (by HomeGauge) (2004 Version)	TX6337199
Addendum for Ancillary Services	TX6011238
Ancillary Services Agreement	TX6011239
Home Inspection Limited Guarantee	TX6011235
Limited Inspection Guarantee	TX6011241
Home Inspection Order Agreement	TX6011236
Inspection Order Agreement	TX6011240
Inspection Services Order Agreement	TX6011237
Repairs You Can Do Yourself CD	PA1340524
Repairs You Can Do Yourself DVD	PA1332534
Inspection Resource Guide	TX6370415
Pre-closing checklist	TX-1-708-144
Summary Inspection Report (Same Registration # as Express Insp. Rpt)	TX-1-613-577
Confidential Inspection Report	TX-1-659-907
Inspection Worksheet	TX-1-613-578
HMA Home Guide (A Series)	TX-1-686-813
How to Master a House Hunt	TX-1-663-044
The HMA Home Inspection Protection Plan Brochure	TX-1-613-575
How to Buy a Home Intelligently Brochure	TX-1-613-576
The Guaranteed Home Inspection Brochure	TXU-942-287
Your Home May be Hazardous to Your Family's Health Brochure	TXU-942-288