TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Electric SPV LLC		03/25/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2758326	
Registration Number:	1894696	MR. ELECTRIC
Registration Number:	5665848	MR. ELECTRIC
Registration Number:	1918360	MR. ELECTRIC EXPERT ELECTRICAL SERVICE
Registration Number:	3491845	MR. ELECTRIC EXPERT ELECTRICAL SERVICE
Registration Number:	3168288	POWERLINE
Registration Number:	3697418	SUNBURST ELECTRIC
Registration Number:	3697417	SUNBURST ELECTRIC EXPERT ELECTRICAL SERV
Registration Number:	3403237	
Registration Number:	2869070	WE HAVE THE POWER TO MAKE THINGS BETTER

OP $265.00 2758326

CORRESPONDENCE DATA

Fax Number: 3366077500

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: 336-607-7513
Email: mjarrell@kilpatricktownsend.com
Correspondent Name: Michelle Jarrell, Paralegal
Address Line 1: Kilpatrick Townsend & Stockton LLP
Address Line 2: 1001 West Fourth Street

Address Line 4:	Winston-Salem, NORTH CAROLINA 27101
ATTORNEY DOCKET NUMBER:	1232560
NAME OF SUBMITTER:	Tiffani D. Otey
SIGNATURE:	/Tiffani D. Otey/
DATE SIGNED:	04/05/2021

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 25, 2021, by Mr. Electric SPV LLC, a Delaware limited liability company located at 1010 N University Parks Dr., Waco, TX 76707 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee, located at 388 Greenwich Street, New York, New York 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks, registrations and applications set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of March 25, 2021, made by Neighborly SPV Guarantor LLC, Neighborly Assetco LLC, Aire Serv SPV LLC, Mr. Electric SPV LLC, The Grounds Guys SPV LLC, Rainbow International SPV LLC, Glass Doctor SPV LLC, Mr. Appliance SPV LLC, Mr. Rooter SPV LLC, Molly Maid SPV LLC, Mr. Handyman SPV, LLC, Five Star Painting SPV LLC, Window Genie SPV LLC, Real Property Management SPV LLC, Mosquito Joe SPV LLC, HouseMaster SPV LLC, Dryer Vent Wizard SPV LLC, ShelfGenie SPV LLC, Precision Door SPV LLC, ProTradeNet SPV LLC, Back Office SPV LLC and G-O Manufacturing SPV LLC, each a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Base Indenture, dated as of March 25, 2021, by and among Neighborly Issuer LLC, a Delaware limited liability company, and Citibank, as Trustee and as Securities Intermediary (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") and Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby

grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Indenture.

1. The parties intend that this Notice is for recordation (and, if applicable, perfection) purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

MR. ELECTRIC SPV LLC, as Grantor

By: _____

Name: Jon Shell
Title: Treasurer

Schedule 1
Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description		Action	
United States of America	LIGHT BULB DESIGN	Registered	76407981 May 15, 2002	2758326 Sep 2, 2003	Mr. Electric LLC	37	Electrical repair, maintenance and installation services.	Sec 8/9 Renewal Deadline	Sep 2, 2023
United States of America	MR. ELECTRIC	Registered	74424548 Aug 16, 1993	1894696 May 16, 1995	Mr. Electric LLC	37	Electrical repair and maintenance services.	Sec 8/9 Renewal Deadline	May 16, 2025
United States of America	MR. ELECTRIC and BULB Design (new)	Registered	87935569 May 24, 2018	5665848 Jan 29, 2019	Mr. Electric LLC	37	Installation, maintenance and repair of electrical systems, lighting, equipment, and appliances.	Sec 8 and/or 15 Filing Deadline Sec 8/9 Renewal Deadline	Jan 29, 2025 Jan 29, 2029
United States of America	MR. ELECTRIC EXPERT ELECTRICAL SERVICE (and design)	Registered	74559496 Aug 11, 1994	1918360 Sep 12, 1995	Mr. Electric LLC	37	Electrical repair and maintenance services.	Sec 8/9 Renewal Deadline	Sep 12, 2025
United States of America	MR. ELECTRIC EXPERT ELECTRICAL SERVICE (and design)	Registered	77350254 Dec 12, 2007	3491845 Aug 26, 2008	Mr. Electric LLC	37	Electrical repair, maintenance, and installation services.	Sec 8/9 Renewal Deadline	Aug 26, 2028

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description		Action	
United States of America	POWERLINE	Registered	78769958 Dec 9, 2005	3168288 Nov 7, 2006	Mr. Electric LLC	16	Printed publications, namely, newsletters in the field of electrical repair and maintenance services.	Sec 8/9 Renewal Deadline	Nov 7, 2026
United States of America	SUNBURST ELECTRIC	Registered	77112688 Feb 21, 2007	3697418 Oct 20, 2009	Mr. Electric LLC	37	Electrical repair, maintenance, installation and inspection services.	Sec 8/9 Renewal Deadline	Oct 20, 2029
United States of America	SUNBURST ELECTRIC EXPERT ELECTRICAL SERVICE (and design)	Registered	77112684 Feb 21, 2007	3697417 Oct 20, 2009	Mr. Electric LLC	37	Electrical repair, maintenance, installation and inspection services.	Sec 8/9 Renewal Deadline	Oct 20, 2029
United States of America	SUPER SPARKY DESIGN	Registered	78783371 Dec 31, 2005	3403237 Mar 25, 2008	Mr. Electric LLC	37	Electrical repair, maintenance, and installation services.	Sec 8/9 Renewal Deadline	Mar 25, 2028
United States of America	WE HAVE THE POWER TO MAKE THINGS BETTER	Registered	76550151 Oct 8, 2003	2869070 Aug 3, 2004	Mr. Electric LLC	37	Electrical repair, maintenance, installation and inspection services.	Sec 8/9 Renewal Deadline	Aug 3, 2024