### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM711031

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ROOTER RANGER, LLC		02/28/2022	Limited Liability Company: ARIZONA
TIGER SERVICES, LLC		02/28/2022	Limited Liability Company: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	5429990	ROOTER RANGER LLC	
Registration Number:	4892964	TIGER	
Registration Number:	5787623	WE EARN OUR STRIPES EVERY DAY	
Registration Number:	4403267	TIGER PLUMBING, HEATING & AIR CONDITIONI	

#### CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

KLATHROP@PROSKAUER.COM Email:

**Correspondent Name:** PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11668.454

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	02/28/2022		
Total Attachments: 5 source=Mahomes - Trademark Security Agreement (February 2002) Executed#page1.tif source=Mahomes - Trademark Security Agreement (February 2002) Executed#page2.tif			
source=Mahomes - Trademark Security Agreement (February 2002) Executed#page3.tif source=Mahomes - Trademark Security Agreement (February 2002) Executed#page4.tif source=Mahomes - Trademark Security Agreement (February 2002) Executed#page5.tif			

#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, this "**Agreement**"), is made by Rooter Ranger, LLC, an Arizona limited liability company and Tiger Services, LLC, an Illinois limited liability company (each a "**Grantor**"), in favor of ARES CAPITAL CORPORATION as Administrative Agent (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantor is party to a Security Agreement, dated as of November 16, 2020 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW**, **THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

#### Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### Section 2. Grant of Security Interest

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"); provided, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,
  - (iii) all other rights accruing thereunder or pertaining thereto throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 4. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 6. Termination

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 7. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 8. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

ROOTER RANGER, LLC TIGER SERVICES, LLC

Bv:

Name: Dan Godbey

Title: Chief Financial Officer and Secretary

**REEL: 007645 FRAME: 0154** 

## ARES CAPITAL CORPORATION,

as Administrative Agent

By:

Name: Mitchell Goldstein Title: Authorized Signatory

# SCHEDULE A to TRADEMARK SECURITY AGREEMENT

# US Trademark Registrations:

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Rooter Ranger, LLC	5429990	3/20/2018	Rooter Ranger, LLC
Tiger Services, LLC	1/26/2016	4892964	Tiger
Tiger Services, LLC	6/25/2019	5787623	We Earn Our Stripes Every Day
Tiger Services, LLC	7/2/2013	4403267	Tiger Plumbing, Heating & Air Conditioning Services We Earn Our Stripes Every Day

US Trademark Applications:

None.

WEIL:\98446027\3\66301.0100 TRADEMARK
RECORDED: 02/28/2022 REEL: 007645 FRAME: 0156