

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOMESERVE USA CORP.		10/19/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4056379	HOMESERVE	
Registration Number:	4139654	HOMESERVE	
Registration Number:	2944609	HOMESERVE	
Registration Number:	4139655	HOMESERVE	
Registration Number:	5307928	HOMESERVE	
Registration Number:	5156182	HOMESERVE CARES	
Registration Number:	4139656	HOMESERVE USA	
Registration Number:	6702736	HOMESERVE. THE DO-IT-FOR-YOU EXPERTS.	
Registration Number:	5325646		
Registration Number:	6374176	TELEFIX	
Registration Number:	3387769	SERVICE LINE WARRANTIES	
Registration Number:	6946018	SERVICE LINE WARRANTIES OF AMERICA	
Registration Number:	4707634	SERVLIN	
Registration Number:	4858736		
Registration Number:	3708185	USP	
Registration Number:	4927171	UTILITY SERVICE PARTNERS, INC.	
Registration Number:	3708207	UTILITY SERVICE PARTNERS, INC.	
CORRESPONDENCE DATA			

CH \$440.00 4056379

Fax Number:

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: 2028357507
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K St. NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	33901.00131
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/20/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 19, 2023 (this “Agreement”), among HOMESERVE USA CORP. (the “Grantor”) and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Collateral Agreement dated as of October 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” or an accepted filing of an “Amendment to Allege to Use” whereby such intent-to-use application is converted to a “use in commerce” application with respect thereto, as applicable (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Grantor from its obligations and/or release of the Trademark Collateral under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and be released and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement 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 contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with applicable Requirement of Law (including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the

Uniform Electronic Transactions Act) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

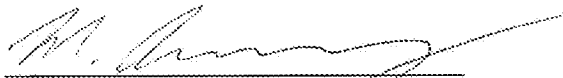
SECTION 6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.

[Remainder of this page intentionally left blank]

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

HOMESERVE USA CORP., as Grantor

By: 
Name: Michael Murney
Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

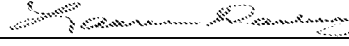
DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent

By:



Name: Philip Tancorra
Title: Director
philip.tancorra@db.com
212-250-6576

By:







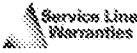

Name: Lauren Danbury
Title: Vice President

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 008233 FRAME: 0425

SCHEDULE I

TRADEMARK COLLATERAL

Grantor	Trademark	Registration Number
HomeServe USA Corp.	HOMESERVE	4056379
HomeServe USA Corp.	HOMESERVE	4139654
HomeServe USA Corp.	HOMESERVE 	2944609
HomeServe USA Corp.	HOMESERVE & Design 	4139655
HomeServe USA Corp.	HomeServe and Smiling House Design 	5307928
HomeServe USA Corp.	HOMESERVE CARES	5156182
HomeServe USA Corp.	HOMESERVE USA	4139656
HomeServe USA Corp.	HOMESERVE. THE DO-IT-FOR-YOU EXPERTS.	6702736
HomeServe USA Corp.	Smiling House Design 	5325646
HomeServe USA Corp.	Telefix	6374176
HOMESERVE USA CORP.	SERVICE LINE WARRANTIES & Design 	3387769
HomeServe USA Corp.	Service Line Warranties of America & Design 	6946018
HOMESERVE USA CORP.	ServLine	4707634

[Schedule I to Trademark Security Agreement]

Grantor	Trademark	Registration Number
HOMESERVE USA CORP.	Tear Drop Design 	4858736
HOMESERVE USA CORP.	USP	3708185
HOMESERVE USA CORP.	UTILITY SERVICE PARTNERS, INC.	4927171
HOMESERVE USA CORP.	UTILITY SERVICE PARTNERS, INC.	3708207

[Schedule I to Trademark Security Agreement]