TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 Assignment ID: TMI99822

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment of Security Interest in Trademark Collateral recorded

8/11/2023

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital One, National Association, as Assignor		03/15/2024	National Banking Association: MARYLAND

RECEIVING PARTY DATA

Company Name:	Wilmington Trust, National Association, as Assignee	
Street Address:	1100 North Market Street	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	National Banking Association: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	3282974	CODEBLUE	
Registration Number:	5787653	MADSKY	
Registration Number:	5787655	MADSKY	
Registration Number:	5722479	TRANSFORMING ROOFTERIOR CLAIMS	
Registration Number:	7029225	ACCUSERVE	
Registration Number:	7029224		
Registration Number:	5270014	MADSKY MANAGED REPAIR PROGRAM	
Registration Number:	5264300	MADSKY MRP	
Registration Number:	5264299	MADSKY MANAGED REPAIR PROGRAM	

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: 2129061200

Email: angela.amaru@lw.com

Correspondent Name: Angela M Amaru

Address Line 1: Latham & Watkins LLP

Address Line 2: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

TRADEMARK

REEL: 008372 FRAME: 0021

900841227

ATTORNEY DOCKET NUMBER:	074729-0006
NAME OF SUBMITTER:	Angela Amaru
SIGNATURE:	Angela Amaru
DATE SIGNED:	03/18/2024

Total Attachments: 5

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TRADEMARK REEL: 008372 FRAME: 0022

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "<u>Assignment</u>"), dated as of March 15, 2024, is entered into by and between Capital One, National Association ("<u>Assignor</u>") and Wilmington Trust, National Association ("<u>Assignee</u>"). All capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Trademark Security Agreement referred to below.

WHEREAS, pursuant to that certain Security Agreement, dated as of August 11, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among Accuserve Solutions, Inc., Code Blue LLC and FV Holdings, LLC (each a "Grantor," and collectively the "Grantors"), Assignor, and certain other parties, the Grantors executed and delivered that certain Trademark Security Agreement, dated as of August 11, 2023 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on August 11, 2023 at Reel/Frame 8164/0851 (with respect to Accuserve Solutions, Inc.), at Real/Frame 8164/0821 (with respect to FV Holdings, LLC), and at Reel/Frame 8164/0775 (with respect to Code Blue LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor assigned, pledged, and granted to the Assignor, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of its right, title and interest in, to and under (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments then and thereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies then or thereafter held by any Grantor and (g) all other rights, priorities, and privileges accruing thereunder or pertaining thereto, but excluding any Excluded Assets (the "Trademark Collateral");

WHEREAS, pursuant to an Agreement of Resignation, Appointment and Acceptance and Amendment to Credit Agreement and Loan Documents, dated March 15, 2024, Assignor transferred, assigned, granted and conveyed to Assignee all of its right, title and interest in and to the Security Agreement and the Trademark Security Agreement, including the Security Interest in the Trademark Collateral and the liens granted thereunder; and

WHEREAS, this Assignment is being executed to effect the assignment from the Assignor to the Assignee of the Trademark Security Agreement granting a security interest in the Trademark Collateral set forth on Schedule I.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

TRADEMARK
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- SECTION 1. Assignment of Security Interest. Assignor hereby assigns to Assignee, without representation, warranty, or recourse, and Assignee hereby assumes from Assignor, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, the Security Interest in the Trademark Collateral.
- SECTION 2. *Termination*. Upon termination of the Security Agreement in accordance with and subject to Section 6.11 thereof, the Assignee shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Assignment.
- SECTION 3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Assignment shall be effective as delivery of an original executed counterpart of this Assignment.

[Signature pages follow]

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IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

CAPITAL ONE, NATIONAL ASSOCIATION

as Assignor

By: Vince Parsons

Name: Vince Parsons

Title: Duly Authorized Signatory

ACCEPTANCE

Assignee, as successor Collateral Agent, hereby accepts the foregoing Assignment.

DATED as of the 15th day of March, 2024.

WILMINGTON TRUST, NATIONAL ASSOCIATION as Assignee

Name: Andrew Lennon

Title: Assistant Vice President

SCHEDULE I

TRADEMARKS

Owner	Mark/Name	Registration No.
Code Blue LLC	Codeblue	3282974
FV Holdings, LLC	Madsky	5787653
FV Holdings. LLC	Madsky (Logo)	5787655
FV Holdings. LLC	Transforming Roofterior Claims	5722479
Accuserve Solutions, Inc.	ACCUSERVE	7029225
Accuserve Solutions, Inc.	Design Only	7029224
FV Holdings. LLC	Madsky Managed Repair Program (Logo)	5270014
FV Holdings. LLC	Madsky MRP	5264300
FV Holdings. LLC	Madsky Managed Repair Program	5264299

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RECORDED: 03/18/2024

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