

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1212752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J & D HOME IMPROVEMENT, LLC		05/06/2024	Limited Liability Company: DELAWARE
ADELIO'S ELECTRIC SEWER CLEANING CO., LLC		05/06/2024	Limited Liability Company: DELAWARE
NASH DISTRIBUTION LLC		05/06/2024	Limited Liability Company: OHIO
CRAWL SPACE DIY LLC		05/06/2024	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Company Name:	Fidelity Direct Lending LLC, as Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3639544	THE BASEMENT DOCTOR	
Registration Number:	5646671	THE BASEMENT DOCTOR FROM FIXED TO FINISHED!	
Registration Number:	6303043	CBUS HOME IMPROVEMENT	
Registration Number:	6472090	CBUS HOME IMPROVEMENT	
Registration Number:	2857581	FULL-WALL	
Registration Number:	7124619	CRAWL SPACE DIY	
Registration Number:	7124618	CRAWL SPACE DIY	
Registration Number:	7052792	N NASH DISTRIBUTION WHAT YOU NEED ... NOW	
Registration Number:	7052791	NASH DISTRIBUTION	
Registration Number:	5796325	SEWERSEAL	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$265.00.00 78236100

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3125778438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	05/06/2024

Total Attachments: 5

source=fmr basement doctor trademark security agreement executed 2024#page1.tif
source=fmr basement doctor trademark security agreement executed 2024#page2.tif
source=fmr basement doctor trademark security agreement executed 2024#page3.tif
source=fmr basement doctor trademark security agreement executed 2024#page4.tif
source=fmr basement doctor trademark security agreement executed 2024#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 6th day of May, 2024, by each of the undersigned (each a “Grantor” and collectively the “Grantors”), in favor of Fidelity Direct Lending LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

W I T N E S S E T H

WHEREAS, the Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement, dated as of May 6, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to the Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of May 6, 2024, among the Grantors, one or more of their affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), each Grantor has granted to Grantee, for the ratable benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Counterparts. This Agreement may be executed in any number of counterparts (including electronic transmission and facsimile counterparts) and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York in accordance with Section 12.11 of the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

J & D HOME IMPROVEMENT, LLC

By: Jason Sutherland
Name: Jason Sutherland
Title: Vice President, Treasurer and Secretary

ADELIO'S ELECTRIC SEWER CLEANING CO., LLC

By: Jason Sutherland
Name: Jason Sutherland
Title: Vice President, Treasurer and Secretary

NASH DISTRIBUTION LLC

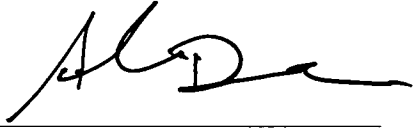
By: Jason Sutherland
Name: Jason Sutherland
Title: Vice President, Treasurer and Secretary

CRAWL SPACE DIY LLC

By: Jason Sutherland
Name: Jason Sutherland
Title: Vice President, Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above:

FIDELITY DIRECT LENDING LLC, as
Agent

By: 
Name: Andrew Dabrowski
Title: Authorized Signor

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
J & D Home Improvement, LLC ¹	THE BASEMENT DOCTOR	3639544	6/16/09
J & D Home Improvement, LLC	THE BASEMENT DOCTOR FROM FIXED TO FINISHED!	5646671	1/8/19
J & D Home Improvement, LLC	CBUS HOME IMPROVEMENT	6303043	3/23/21
J & D Home Improvement, LLC	CBUS HOME IMPROVEMENT	6472090	8/31/21
J & D Home Improvement, LLC	FULL-WALL	2857581	6/29/04
Crawl Space DIY LLC	CRAWL SPACE DIY	7124619	8/1/23
Crawl Space DIY LLC	CRAWL SPACE DIY	7124618	8/1/23
Nash Distribution LLC	N NASH DISTRIBUTION WHAT YOU NEED . . . NOW	7052792	5/16/23
Nash Distribution LLC	NASH DISTRIBUTION	7052791	5/16/23
Adelio's Electric Sewer Cleaning Co., LLC	SEWERSEAL	5796325	7/2/19

¹ Name change filing to be filed with the U.S. Patent and Trademark Office.