

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1214238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Commonwealth Bank		05/06/2024	National Banking Association: ALABAMA
RECEIVING PARTY DATA			
Company Name:	J & D Home Improvement, LLC d/b/a The Basement Doctor (formerly J & D Home Improvement, Inc.)		
Street Address:	4400 Easton Commons, Suite 250		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	Limited Liability Company: OHIO		
Company Name:	Crawl Space DIY LLC		
Street Address:	13659 National Rd. SW		
City:	Etna		
State/Country:	OHIO		
Postal Code:	43068		
Entity Type:	Limited Liability Company: OHIO		
Company Name:	Nash Distribution LLC		
Street Address:	13659 East Main Street		
City:	Reynoldsburg		
State/Country:	OHIO		
Postal Code:	43068		
Entity Type:	Limited Liability Company: OHIO		
Company Name:	J & D Basement Systems Northwest, LLC		
Street Address:	408 Findlay Road		
City:	Lima		
State/Country:	OHIO		
Postal Code:	45801		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	BDCS Acquisition Co.		
Street Address:	8000 Brooktree Ave., Suite 310		
City:	Wexford		

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State/Country:	PENNSYLVANIA
Postal Code:	15090
Entity Type:	Corporation: DELAWARE
Company Name:	BSNW Acquisition Co.
Street Address:	8000 Brooktree Ave., Suite 310
City:	Wexford
State/Country:	PENNSYLVANIA
Postal Code:	15090
Entity Type:	Corporation: DELAWARE
Company Name:	Dry Acquisition Co., LLC
Street Address:	8000 Brooktree Ave., Suite 310
City:	Wexford
State/Country:	PENNSYLVANIA
Postal Code:	15090
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6472090	CBUS HOME IMPROVEMENT
Registration Number:	6303043	CBUS HOME IMPROVEMENT
Registration Number:	5646671	THE BASEMENT DOCTOR FROM FIXED TO FINISHED!
Registration Number:	3639544	THE BASEMENT DOCTOR
Registration Number:	7052791	NASH DISTRIBUTION
Registration Number:	7052792	N NASH DISTRIBUTION WHAT YOU NEED ... NOW
Registration Number:	7124619	CRAWL SPACE DIY
Registration Number:	7124618	CRAWL SPACE DIY

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 9494513800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	20761-00225
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	STEPHANIE KANN

DATE SIGNED:	05/06/2024
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Total Attachments: 4

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RELEASE OF PATENT, COPYRIGHT AND TRADEMARK SECURITY INTEREST

This **RELEASE OF PATENT, COPYRIGHT AND TRADEMARK SECURITY INTEREST** (this "Release") is made as of May 6, 2024, by **FIRST COMMONWEALTH BANK**, in its capacity as Administrative Agent (the "Agent") for the benefit of **J & D HOME IMPROVEMENT, LLC**, d/b/a The Basement Doctor (formerly J & D Home Improvement, Inc.), an Ohio limited liability company **CRAWL SPACE DIY LLC**, an Ohio limited liability company, **NASH DISTRIBUTION LLC**, an Ohio limited liability company, **J & D BASEMENT SYSTEMS NORTHWEST, LLC**, a Delaware limited liability company, **BDCS ACQUISITION CO.**, a Delaware corporation, **BSNW ACQUISITION CO.**, a Delaware corporation, and **DRY ACQUISITION CO., LLC**, a Delaware limited liability company (collectively, the "Debtors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below), or the IP Security Agreement (as defined below), or as applicable.

WITNESSETH:

WHEREAS, the Debtors and Agent are parties to that certain (i) Intellectual Property Security Agreement, dated as of July 27, 2022 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"); and (ii) Notice of Grant of Security Interest in Patents, Copyrights and Trademarks, dated as of July 27, 2022 (as the same may be amended, modified, extended or restated from time to time, the "IP Security Agreement"), pursuant to which the Debtors have granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Debtors in, to and under the trademarks and trademark applications listed on Schedule 1 attached hereto;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office ("USPTO") on July 29, 2022 at Reel 7804 and Frame 0732; and

WHEREAS, the Debtors requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the trademarks and trademark applications listed on Schedule 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or IP Security Agreement to the trademarks and trademark applications listed on Schedule 1, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent in such trademarks and trademark applications shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys

any and all right, title or interest of the Agent in the trademarks and trademark applications to the Debtors.

2. The Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the IP Security Agreement.

3. The Agent hereby authorizes the Debtors or the Debtors' authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the trademarks and trademark applications and/or, (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Debtors any and all further documents and instruments prepared by the Debtors, and do any and all further acts which the Debtors (or its agents or designees) reasonably request (at the Debtors' sole cost and expense) in order to confirm this Release and the Debtors' right, title and interest in, to and under the trademarks and trademark applications.


4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile 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.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed and delivered as of the date first written above.

FIRST COMMONWEALTH BANK, as
Administrative Agent




By: 

Name: Aaron Crawford

Title: Assistant Vice President

Schedule 1

TRADEMARKS

Trademark	Country	Filed	Serial No.	Reg. Date	Reg. No.	Status	Owner
	US	4/23/2020	88/884308	8/31/2021	6472090	Registered	J & D Home Improvement, LLC
CBUS HOME IMPROVEMENT	US	4/23/2020	88/884304	3/23/2021	6303043	Registered	J & D Home Improvement, LLC
	US	2/14/2018	87/797171	1/8/2019	5646671	Registered	J & D Home Improvement, LLC
THE BASEMENT DOCTOR	US	4/10/2003	78/236100	6/16/2009	3639544	Registered	J & D Home Improvement, LLC
THE BASEMENT DOCTOR	Canada	8/5/2008	1406108	2/4/2010	TMA758751	Registered	J & D Home Improvement, LLC
NASH DISTRIBUTION	US	3/14/2022	97/310332	5/16/2023	7052791	Registered	Nash Distribution LLC
	US	3/14/2022	97/310334	5/16/2023	7052792	Registered	Nash Distribution LLC
CRAWL SPACE DIY	US	3/24/2022	97/329210	8/1/2023	7124619	Registered	Crawl Space DIY LLC
CRAWL SPACE DIY	US	3/24/2022	97/329207	8/1/2023	7124618	Pending	Crawl Space DIY LLC