

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Servpro Intellectual Property, LLC, as Grantor		03/26/2019	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3417981	COMO SI NUNCA HUBIERA PASADO
Registration Number:	1875570	
Registration Number:	1012436	DOMESTICARE
Registration Number:	4211823	EMERGENCY READY PROFILE
Registration Number:	4253004	EMERGENCY READY PROFILE
Registration Number:	2940563	ERNET
Registration Number:	2993623	E-VIEWER
Registration Number:	4515449	HERE TO HELP
Registration Number:	4515470	HERE TO HELP
Registration Number:	4548321	HEROREADY
Registration Number:	2920460	LIKE IT NEVER EVEN HAPPENED
Registration Number:	2871004	MANAGER
Registration Number:	3881639	READY FOR WHATEVER HAPPENS
Registration Number:	4495270	REAL GREEN
Registration Number:	4488936	REAL GREEN
Registration Number:	2557188	SCANNER
Registration Number:	2592573	SCANNER
Registration Number:	1845906	SERVPRO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3361893	SERVPRO
Registration Number:	5354786	SERVPRO
Registration Number:	1707245	SERVPRO
Registration Number:	1726156	SERVPRO
Registration Number:	1804022	SERVPRO
Registration Number:	3368163	SERVPRO
Registration Number:	3872314	SERVPRO
Registration Number:	5354787	SERVPRO
Registration Number:	2175467	SERVPRONET
Registration Number:	3847298	
Registration Number:	3866131	DISASTER RECOVERY TEAM
Registration Number:	3862268	DISASTER RECOVERY TEAM
Registration Number:	3909279	READY FOR WHATEVER HAPPENS
Registration Number:	3884551	RESOURCE CENTER

CORRESPONDENCE DATA

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1062528 TM 1L
NAME OF SUBMITTER:	Brandon Okun
SIGNATURE:	/Brandon Okun/
DATE SIGNED:	03/26/2019

Total Attachments: 5
source=#91871116v2 - (Commodore First Lien Trademark Security Agreement)#page2.tif
source=#91871116v2 - (Commodore First Lien Trademark Security Agreement)#page3.tif
source=#91871116v2 - (Commodore First Lien Trademark Security Agreement)#page4.tif
source=#91871116v2 - (Commodore First Lien Trademark Security Agreement)#page5.tif
source=#91871116v2 - (Commodore First Lien Trademark Security Agreement)#page6.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 26, 2019, by SERVPRO INTELLECTUAL PROPERTY, LLC (the “**Grantor**”), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of March 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under:

(a) the registered and applied for Trademarks of the Grantor listed on Schedule I attached hereto (the “**Pledged Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

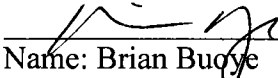
SERVPRO INTELLECTUAL PROPERTY, LLC, as
Grantor

By: 
Name: Richard H. Forster
Title: President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006601 FRAME: 0027

**JEFFERIES FINANCE LLC, as
Collateral Agent**

By: 
Name: Brian Buoye
Title: Managing Director

**Schedule I
Trademark Registrations and Applications**

Owner	Title	App. No./ Reg. No.
Servpro Intellectual Property, LLC	COMO SI NUNCA HUBIERA PASADO	3417981
Servpro Intellectual Property, LLC	DESIGN ONLY	1875570
Servpro Intellectual Property, LLC	DOMESTICARE	1012436
Servpro Intellectual Property, LLC	EMERGENCY READY PROFILE	4211823
Servpro Intellectual Property, LLC	EMERGENCY READY PROFILE & design	4253004
Servpro Intellectual Property, LLC	ERNET	2940563
Servpro Intellectual Property, LLC	E-VIEWER	2993623
Servpro Intellectual Property, LLC	HERE TO HELP	4515449
Servpro Intellectual Property, LLC	HERE TO HELP	4515470
Servpro Intellectual Property, LLC	HEROREADY	4548321
Servpro Intellectual Property, LLC	LIKE IT NEVER HAPPENED	2920460
Servpro Intellectual Property, LLC	MANAGER	2871004
Servpro Intellectual Property, LLC	READY FOR WHATEVER HAPPENS	3881639
Servpro Intellectual Property, LLC	REAL GREEN	4495270
Servpro Intellectual Property, LLC	REAL GREEN	4488936
Servpro Intellectual Property, LLC	SCANER	2557188
Servpro Intellectual Property, LLC	SCANER & design	2592573
Servpro Intellectual Property, LLC	SERVPRO	1845906
Servpro Intellectual Property, LLC	SERVPRO	3361893
Servpro Intellectual Property, LLC	SERVPRO	5354786
Servpro Intellectual Property, LLC	SERVPRO & design	1707245
Servpro Intellectual Property, LLC	SERVPRO & design	1726156
Servpro Intellectual Property, LLC	SERVPRO & design	1804022
Servpro Intellectual Property, LLC	SERVPRO & design	3368163
Servpro Intellectual Property, LLC	SERVPRO & design	3872314
Servpro Intellectual Property, LLC	SERVPRO & design	5354787
Servpro Intellectual Property, LLC	SERVPRONET	2175467
Servpro Intellectual Property, LLC	design only	3847298
Servpro Intellectual Property, LLC	DISASTER RECOVERY TEAM	3866131
Servpro Intellectual Property, LLC	DISASTER RECOVERY TEAM	3862268
Servpro Intellectual Property, LLC	READY FOR WHATEVER HAPPENS	3909279
Servpro Intellectual Property, LLC	RESOURCE CENTER	3884551