

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Servpro Intellectual Property, LLC		10/01/2019	Limited Liability Company: TENNESSEE

## RECEIVING PARTY DATA

<b>Name:</b>	Servpro Franchisor, LLC
<b>Street Address:</b>	801 Industrial Boulevard
<b>City:</b>	Gallatin
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37066
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	5354786	SERVPRO
Registration Number:	5354787	SERVPRO
Registration Number:	4515470	HERE TO HELP
Registration Number:	4548321	HEROREADY
Registration Number:	4515449	HERE TO HELP
Registration Number:	4253004	EMERGENCY READY PROFILE
Registration Number:	4211823	EMERGENCY READY PROFILE
Registration Number:	4495270	REAL GREEN
Registration Number:	4488936	REAL GREEN
Registration Number:	3884551	RESOURCE CENTER
Registration Number:	3881639	READY FOR WHATEVER HAPPENS
Registration Number:	3866131	DISASTER RECOVERY TEAM
Registration Number:	3862268	DISASTER RECOVERY TEAM
Registration Number:	3909279	READY FOR WHATEVER HAPPENS
Registration Number:	3872314	SERVPRO
Registration Number:	3847298	
Registration Number:	3417981	COMO SI NUNCA HUBIERA PASADO
Registration Number:	3368163	SERVPRO
Registration Number:	3361893	SERVPRO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2920460	LIKE IT NEVER EVEN HAPPENED
Registration Number:	2993623	E-VIEWER
Registration Number:	2871004	MANAGER
Registration Number:	2940563	ERNET
Registration Number:	2592573	SCANER
Registration Number:	2557188	SCANER
Registration Number:	2175467	SERVPRONET
Registration Number:	1875570	
Registration Number:	1845906	SERVPRO
Registration Number:	1726156	SERVPRO
Registration Number:	1804022	SERVPRO
Registration Number:	1707245	SERVPRO
Registration Number:	1012436	DOMESTICARE

**CORRESPONDENCE DATA**

**Fax Number:** 6172359493

*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:** 6179517790

**Email:** ronald.duvernay@ropesgray.com

**Correspondent Name:** Ronald M. Duvernay

**Address Line 1:** Prudential Tower, 800 Boylston Street

**Address Line 2:** Ropes & Gray LLP

**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

<b>ATTORNEY DOCKET NUMBER:</b>	BLCK-692
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay
<b>SIGNATURE:</b>	/r duvernay/
<b>DATE SIGNED:</b>	11/01/2019

**Total Attachments: 6**

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## NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the "Notice"), is made and entered into as of October 1, 2019 (the "Effective Date"), by Servpro Intellectual Property, LLC, a Tennessee limited liability company located at 801 Industrial Boulevard Gallatin, TN 37066 ("Grantor"), in favor of Servpro Franchisor, LLC, a Delaware limited liability company located at 801 Industrial Boulevard Gallatin, TN 37066 ("Secured Party") (collectively referred to as the "Parties").

WHEREAS, as of immediately prior to the Effective Date, Grantor was the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto and the goodwill connected with the use of or symbolized by such Trademarks (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Servpro Intellectual Property, LLC – Servpro Franchisor, LLC Contribution Agreement between the Parties, dated as of October 1, 2019 (the "Agreement"), Grantor assigned to the Secured Party all of Grantor's rights, title, and interests in and to the Trademarks;

WHEREAS, pursuant to the Agreement, solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets (as defined in the Agreement) thereunder does not constitute a valid contribution or absolute transfer of such Contributed Assets in accordance therewith, but instead is part of a transaction involving a loan from the Secured Party to Grantor, Grantor has granted a security interest in favor of the Secured Party in Grantor's rights, title and interests in, to and under such Contributed Assets, including (a) the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, (b) all products and proceeds of the foregoing, and (c) all proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to any of the foregoing ((a) through (c)), collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 5.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a

Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

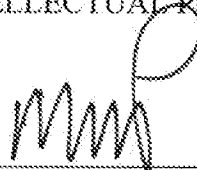
4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

SERVPRO INTELLECTUAL PROPERTY,  
LLC

By: \_\_\_\_\_



Name: Matthew Preston  
Title: Chief Legal Officer

[Signature Page to Back-Up Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006786 FRAME: 0014**

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

SERVPRO FRANCHISOR, LLC






By: 





\_\_\_\_\_  
Name: Matthew Preston  
Title: Chief Legal Officer

[Signature Page to Back-Up Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006786 FRAME: 0015**

**Schedule I  
Trademarks**

Mark	U.S. Registration or Application Serial No.
SERVPRO	5354786
	5354787
HERE TO HELP	4515470
HEROREADY	4548321
HERE TO HELP	4515449
	4253004
EMERGENCY READY PROFILE	4211823
REAL GREEN	4495270
REAL GREEN	4488936
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COMO SI NUNCA HUBIERA PASADO	3417981
	3368163
SERVPRO	3361893
LIKE IT NEVER EVEN HAPPENED	2920460
<b>e-ViewER</b>	2993623
<b>ManagER</b>	2871004
ERNET	2940563

<b><i>ScanER</i></b>	2592573
SCANER	2557188
<b><i>ServproNET</i></b>	2175467
	1875570
SERVPRO	1845906
	1726156
	1804022
	1707245
DOMESTICARE	1012436