

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549561

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELFOR HOLDINGS, INC.		10/31/2019	Corporation: DELAWARE
BELFOR USA GROUP, INC.		10/31/2019	Corporation: COLORADO
ASP BF INTERMEDIATE SUB LLC		10/31/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
<b>Registration Number:</b>	4421425	ONE LOSS, ONE COMPANY, ONE CALL
<b>Registration Number:</b>	3216483	DELTA DISASTER SERVICES PEACE OF MIND...
<b>Registration Number:</b>	4135964	PEACE OF MIND . . . DURING UNCERTAIN TIM
<b>Registration Number:</b>	4147152	DELTA DISASTER SERVICES
<b>Registration Number:</b>	5676166	DELTA RESTORATION SERVICES
<b>Registration Number:</b>	3780184	CHEMDRY
<b>Registration Number:</b>	4885377	A DEEPER CLEANING FOR A HEALTHIER HOME
<b>Registration Number:</b>	4885371	DEEP CLEAN FOR A HEALTHY HOME
<b>Registration Number:</b>	4885365	WE CLEAN FOR YOUR HEALTH
<b>Registration Number:</b>	4885369	WE CLEAN FOR YOUR HEALTH LIKE NO ONE ELS
<b>Registration Number:</b>	4705156	THE NATURAL WAY TO CLEANER CARPETS
<b>Registration Number:</b>	4705154	DEEP CLEAN THE NATURAL WAY
<b>Registration Number:</b>	4705153	YOUR HEALTHY HOME STARTS HERE
<b>Registration Number:</b>	2452173	POWERHEAD
<b>Registration Number:</b>	4926250	REMOVES ALLERGENS IMPROVES AIR QUALITY
<b>Registration Number:</b>	1203921	CARBONATED CLEANER
<b>Registration Number:</b>	2642677	STAIN EXTINGUISHER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2670102	POWERBASE
Registration Number:	2701993	THE CARBONATED CARPET CLEANER
Registration Number:	1762324	THE NATURAL
Registration Number:	2763429	CHEMDRY
Registration Number:	2763431	CHEMDRY
Registration Number:	5297476	THE HEALTHY HOME AUTHORITY
Registration Number:	2770836	CHEMDRY
Registration Number:	2793715	CHEMDRY
Registration Number:	1815327	P.U.R.T.
Registration Number:	2819247	CHEMDRY
Registration Number:	2820938	CHEMDRY
Registration Number:	2967990	CHEM CLEAN
Registration Number:	1357192	CHEM-DRY
Registration Number:	3016784	DRIER. CLEANER. HEALTHIER.
Registration Number:	3220901	WORLD FAMOUS
Registration Number:	1443783	RED ALERT
Registration Number:	3352772	CLEAN-DRY
Registration Number:	1119887	CHEM-DRY
Registration Number:	1120328	
Registration Number:	5704815	NATURACLEAN
Registration Number:	5519289	CHEMDRY DRIER.CLEANER.HEALTHIER.
Registration Number:	5756923	CLEANING FOR THE PAWS
Registration Number:	4440018	LIGHTSPEED
Registration Number:	4714897	N-HANCE
Registration Number:	4772511	RETHINK REFINISHING
Registration Number:	2583743	NHANCE
Registration Number:	5285062	WOOD REFINISHING - DONE RIGHT
Registration Number:	5285061	LIGHTSPEED
Registration Number:	5380567	N-HANCE WOOD REFINISHING
Registration Number:	5421464	NHANCE WOOD REFINISHING - DONE RIGHT
Registration Number:	2851256	NHANCE
Registration Number:	2902117	NHANCE
Registration Number:	2960385	NHANCE
Registration Number:	5384573	N HANCE
Registration Number:	3636605	NO DUST. NO MESS. NO ODOR.

**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:** 212-728-8000  
**Email:** ipdept@willkie.com  
**Correspondent Name:** Max Goodman  
**Address Line 1:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	122951/32
<b>NAME OF SUBMITTER:</b>	Max Goodman
<b>SIGNATURE:</b>	/Max Goodman/
<b>DATE SIGNED:</b>	11/15/2019

**Total Attachments: 6**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

### (Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2019, between the undersigned (each, a “Grantor” and collectively, the “Grantors”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, BELFOR HOLDINGS, INC., a Delaware corporation (the “Borrower Representative”), BELFOR USA GROUP, INC., a Colorado Corporation (the “Term Borrower” and, together with the Borrower Representative, the “Borrowers”), ASP BF INTERMEDIATE SUB LLC, a Delaware limited liability company (“Holdings”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent and Administrative Agent, are parties to that certain Second Lien Credit Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Second Lien Security Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Second Lien Security Agreement”), among the Borrower Representative, the Borrowers, Holdings, the other Grantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this Second Lien Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Second Lien Security Agreement, each Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under 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 acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which such Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

*provided* that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Second Lien Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Second Lien Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Second Lien Trademark Security Agreement and the provisions of the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

DELTA ASSET MANAGEMENT, LLC, a Colorado  
limited liability company  
HARRIS RESEARCH, INC., a Utah corporation  
NHANCE, INC., a Delaware corporation,  
each as a Grantor

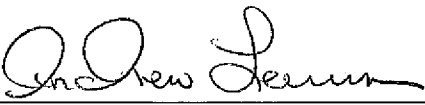
By:   
Name: Curt Arnold  
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006796 FRAME: 0654**

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Andrew Lennon  
Title: Banking Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006796 FRAME: 0655**

**Schedule 1  
to Second Lien Trademark Security Agreement**

**TRADEMARKS**

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Delta Asset Management, LLC	One loss, one company, one call	4421425	10/22/2013
Delta Asset Management, LLC	DELTA DISASTER SERVICES PEACE OF MIND...DURING UNCERTAIN TIMES	3216483	3/6/2007
Delta Asset Management, LLC	Peace of Mind... During Uncertain Times	4135964	5/1/2012
Delta Asset Management, LLC	Delta Disaster Services	4147152	5/22/2012
Delta Asset Management, LLC	DELTA RESTORATION SERVICES	5676166	2/12/2019
Harris Research, Inc.	Chem-Dry Badge	3780184	4/27/2010
Harris Research, Inc.	A Deeper Cleaning for a Healthier Home	4885377	3/23/2015
Harris Research, Inc.	Deep Clean for a Healthy Home	4885371	3/23/2015
Harris Research, Inc.	We Clean for Your Health	4885365	3/23/2015
Harris Research, Inc.	We Clean for Your Health Like No One Else	4885369	3/23/2015
Harris Research, Inc.	THE NATURAL WAY TO CLEANER CARPETS	4705156	3/17/2015
Harris Research, Inc.	DEEP CLEAN THE NATURAL WAY	4705154	3/17/2015
Harris Research, Inc.	YOUR HEALTHY HOME STARTS HERE	4705153	3/17/2015
Harris Research, Inc.	Powerhead	2452173	5/15/2001
Harris Research, Inc.	Healthy Home Badge	4926250	4/29/2016
Harris Research, Inc.	Chem-Dry Charlie	1203921	8/3/1982
Harris Research, Inc.	Stain Extinguisher (word)	2642677	10/29/2002
Harris Research, Inc.	Powerbase	2670102	12/31/2002
Harris Research, Inc.	The Carbonated Carpet Cleaner (word)	2701993	4/1/2003
Harris Research, Inc.	The Natural	1762324	4/6/1993
Harris Research, Inc.	Chem-Dry Van Stripe B&W	2763429	9/16/2003
Harris Research, Inc.	Chem-Dry Van Stripe Color	2763431	9/16/2002



Harris Research, Inc.	The Healthy Home Authority	5297476	9/26/2017
Harris Research, Inc.	Chem-Dry Logo in Color	2770836	10/7/2003
Harris Research, Inc.	Chem-Dry Logo in B&W	2793715	12/16/2003
Harris Research, Inc.	P.U.R.T	1815327	1/4/1994
Harris Research, Inc.	Chem-Dry Van Stripe Color	2819247	3/2/2004
Harris Research, Inc.	Chem-Dry Van Stripe B&W	2820938	3/9/2004
Harris Research, Inc.	Chem Clean (word)	2967990	7/12/2005
Harris Research, Inc.	Chem-Dry (Word Mark)	1357192	11/19/1977
Harris Research, Inc.	DRIER. CLEANER. HEALTHIER.	3016784	11/22/2005
Harris Research, Inc.	WORLD FAMOUS	3220901	3/20/2007
Harris Research, Inc.	Red Alert	1443783	6/23/1987
Harris Research, Inc.	Clean-Dry (word)	3352772	12/11/2007
Harris Research, Inc.	Chem-Dry (Word Mark)	1119887	6/12/1979
Harris Research, Inc.	Chem-Dry Charlie	1120328	6/19/1979
Harris Research, Inc.	NaturaClean	5704815	3/19/2019
Harris Research, Inc.	CHEMDRY DRIER.CLEANER.HEALTHIER.	5519289	7/17/2018
Harris Research, Inc.	CLEANING FOR THE PAWS	5756923	5/21/2019
NHance, Inc.	LIGHTSPEED	4440018	11/26/2013
NHance, Inc.	N-HANCE	4714897	4/7/2015
NHance, Inc.	RETHINK REFINISHING	4772511	7/14/2015
NHance, Inc.	NHANCE	2583743	6/18/2002
NHance, Inc.	Wood Refinishing - Done Right	5285062	9/12/2017
NHance, Inc.	Lightspeed logo	5285061	9/12/2017
NHance, Inc.	N-Hance Wood Refinishing	5380567	1/16/2018
NHance, Inc.	N-Hance oval with color and tagline	5421464	3/13/2018
NHance, Inc.	NHANCE	2851256	6/8/2004
NHance, Inc.	NHANCE stylized color	2902117	11/9/2004
NHance, Inc.	NHANCE stylized color	2960385	6/7/2005
NHance, Inc.	Nhance Badge color	5384573	1/23/2018
NHance, Inc.	NO DUST. NO MESS. NO ODOR.	3636605	6/9/2009