

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5731825

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	IGNITE VENTURES, LLC	09/23/2019
RECEIVING PARTY DATA		
Name:	NORTH HAVEN CREDIT PARTNERS II L.P., AS TERM AGENT	
Street Address:	1585 BROADWAY, 39TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10036	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	29597367	
Application Number:	29597373	
Application Number:	29597376	
Application Number:	29597378	
CORRESPONDENCE DATA		
Fax Number:	(617)526-9899	
<i>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.</i>		
Phone:	6175269628	
Email:	cslattery@proskauer.com	
Correspondent Name:	CHRISTINE SLATTERY	
Address Line 1:	PROSKAUER ROSE LLP	
Address Line 2:	ONE INTERNATIONAL PLACE, 23RD FLOOR	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	51025 / 072	
NAME OF SUBMITTER:	CHRISTINE SLATTERY	
SIGNATURE:	/Christine Slattery/	
DATE SIGNED:	09/23/2019	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of September 23, 2019 (this “*Patent Security Agreement*”), is made by the undersigned “Grantor” (the “*Grantor*”), in favor of **NORTH HAVEN CREDIT PARTNERS II L.P.**, in its capacity as administrative agent and term loan collateral agent for the Lenders (“*Term Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among **HOMEX SERVICES GROUP LLC**, a Delaware limited liability company (“*HomeX Services*” or the “*Administrative Borrower*”), **GEM PLUMBING & HEATING CO., LLC**, a Rhode Island limited liability company (“*Gem Plumbing and Heating*”), **HALLER ENTERPRISES, LLC**, a Pennsylvania limited liability company (“*Haller*”), **GEM PLUMBING & HEATING SERVICES, LLC**, a Rhode Island limited liability company (“*Gem Services*”), **GEM MECHANICAL SERVICES, LLC**, a Rhode Island limited liability company (“*Gem Mechanical*”, together with Administrative Borrower, Gem Plumbing and Heating, Haller, Gem Services, and each Person joined hereafter as a borrower, each a “*Borrower*” and collectively, the “*Borrowers*”), **HOME EXPERIENCE HOLDING CO., LLC**, a Delaware limited liability company, as Parent, **HOME EXPERIENCE LLC**, a Delaware limited liability company, as Intermediate Parent, the other guarantors from time to time party thereto, the lenders from time to time party thereto, **PNC BANK, NATIONAL ASSOCIATION**, as Revolving Agent, and Term Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), the lenders of the Closing Date Term B Loans and the Delayed Draw Term Loans (the “*Lenders*”, and each, individually, a “*Lender*”) have agreed to extend the Closing Date Term Loan B and the Delayed Draw Term Loans from time to time made or to be made (the “*Term Loans*”) to the Borrowers;

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit Agreement that the Grantor execute and deliver to Term Agent a patent security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to Term Agent the Digital Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to Term Agent, on behalf of the Lenders, a security interest in and lien upon all or substantially all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Digital Security Agreement) and all products and proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Grantor will obtain substantial direct and indirect financial and other benefits from the Term Loans made by the Lenders to the Borrowers pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, the Grantor desires to enter into this Patent Security Agreement and the other Loan Documents in order to induce the Lenders to make the Term Loans under the Credit Agreement; and

WHEREAS, this Patent Security Agreement is supplemental to the provisions contained in the Digital Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Digital Security Agreement, or, if not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to Term Agent, for the benefit of each Lender, a security interest (the "Security Interest") in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents, including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Patent; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security for Obligations. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations.

Section 4. Digital Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Term Agent, for the benefit of the Lenders in the Digital Security Agreement. The Lenders' rights and remedies in the Patent Collateral granted hereunder are in addition to those in the Credit Agreement and the Digital Security Agreement, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Digital Security Agreement, the other Loan Documents, and any other documents related thereto.

Section 5. Authorization to Supplement. The Grantor shall give Term Agent notice of any additional patent registrations granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Digital Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Term Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any future, then-existing United States registered patents or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Term Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the Digital Security Agreement in all respects, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to the Security Interest hereunder.

Section 8. Governing Law. **THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

(INCLUDING SECTIONS 5 1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICT OF LAW RULES).

Section 9. Incorporation by Reference. The provisions of Section 9.5(b), 9.5(c), 9.5(d), 9.8, 9.9, and 9.10 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, as if more fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR:

IGNITE VENTURES, LLC,
a Pennsylvania limited liability company

By: Michael E. Werne

Name:

Title:

NORTH HAVEN CREDIT PARTNERS II L.P.,
as Term Agent

· By: MS Credit Partners II GP L.P., its general partner

By: MS Credit Partners II Inc., its general partner

By: 

Name: Thomas Gengler

Title: Executive Director

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Registered Patents:

None.

Patent Applications:

Owner	Title	Application Number	Application Date
Ignite Ventures, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/597,367	03/16/17
Ignite Ventures, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH AN ANIMATED GRAPHICAL USER INTERFACE	29/597,373	03/16/17
Ignite Ventures, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/597,376	03/16/17
Ignite Ventures, LLC	DISPLAY SCREEN OR PORTION THEREOF WITH AN ANIMATED GRAPHICAL USER INTERFACE	29/597,378	03/16/17