

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8256417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SERVPRO FRANCHISOR, LLC	11/02/2023
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A.
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10824645
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	jonathan.bradford@ropesgray.com
Correspondent Name:	ROPES & GRAY LLP
Address Line 1:	PRUDENTIAL TOWER
Address Line 2:	800 BOYLSTON STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	BLCK-692
NAME OF SUBMITTER:	JONATHAN BRADFORD
SIGNATURE:	/JONATHAN BRADFORD/
DATE SIGNED:	11/02/2023
Total Attachments: 4	
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NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

This NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (the “Notice”) is *nunc pro tunc* effective as of October 1, 2019 (the “Effective Date”), and is made and entered into by SERVPRO FRANCHISOR, LLC, a Delaware limited liability company located at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, New York, 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the United States patent set forth in Schedule 1 attached hereto (the “Patent”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of October 1, 2019, made by Servpro SPV Guarantor, LLC, a Delaware limited liability company, Servpro Franchisor, LLC, a Delaware limited liability company, Servpro Distribution, LLC, a Delaware limited liability company, and Servpro Assets, LLC, a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Patent and the right to bring an action at law or in equity for any infringement, misappropriation or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Patent Collateral”); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Patent Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Patent Collateral, to the extent now owned or at any time hereafter acquired by Grantor.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of October 1, 2019, by and among Servpro Master Issuer, LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (as amended by that certain Supplemental Indenture No. 1 to Base Indenture, dated as of June 1, 2020, that certain Supplemental Indenture No. 2 to Base Indenture, dated as of March 10, 2021, that certain Supplemental Indenture No. 3 to Base Indenture, dated as of March 10, 2021, that certain Supplemental Indenture No. 4 to Base Indenture, dated as of January 27, 2022, that certain

Supplemental Indenture No. 5 to Base Indenture, dated as of January 27, 2022, and as further amended, supplemented or otherwise modified from time to time, the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’s interest in the Patent 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 Patent Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

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

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

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 one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS to be duly executed by its duly authorized officer on the date set forth below, to be effective as of the Effective Date.

SERVPRO FRANCHISOR, LLC, as
Grantor

By: / DocuSigned by:
Matthew M. Preston /
2070EC28CE8B415

Name: Matthew M. Preston
Title: Vice President, Chief Legal
Officer & Secretary

Date: 11/2/2023

**Schedule 1
Patent**

App. No.	Filing Date	Patent No.	Issued Date	Status	Title
15/893755	2/12/2018	10,824,645	11/3/2020	Issued	SYSTEM AND METHOD FOR SYNCHRONIZING INCIDENT RESPONSE PROFILES ACROSS DISTINCT COMPUTING PLATFORMS