

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN HOME SHIELD CORPORATION		08/16/2018	Corporation: DELAWARE
FRONTDOOR, INC.		08/16/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. DEARBORN ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	5374669	BE SURE WITH THE SHIELD
Registration Number:	4140212	AMERICAN HOME SHIELD
Registration Number:	3949349	PICK 10
Registration Number:	4234976	AMERICAN HOME SHIELD
Registration Number:	3569762	FLEXPLAN COMBO
Registration Number:	3377603	SERVICEPLUS PACKAGE
Registration Number:	3377600	CORE COVERAGE PLAN
Registration Number:	3377601	CORE COVERAGE PLAN
Registration Number:	3083123	HOME SHIELD
Registration Number:	1634355	AHS
Registration Number:	4839540	LIFE HAPPENS. HAVE A PLAN.
Registration Number:	4170523	AHS
Registration Number:	3949348	3X3
Registration Number:	4234975	
Registration Number:	3844920	
Registration Number:	3414158	COVERAGEPLUS PACKAGE
Registration Number:	3377597	FLEXPLAN
Registration Number:	3414157	FLEXPLAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2013327	AMERICA'S HOME WARRANTY COMPANY
Registration Number:	1519444	AMERICA'S HOME WARRANTY COMPANY
Registration Number:	4147726	
Registration Number:	4170524	AMERICAN HOME SHIELD
Registration Number:	4449890	WORRY LESS. LIVE MORE.
Registration Number:	3183355	AHS
Registration Number:	3844919	LIVE GREEN SAVE GREEN
Registration Number:	3377602	COVERAGEPLUS PACKAGE
Registration Number:	3414159	SERVICEPLUS PACKAGE
Registration Number:	3515213	ONMARK PRO
Registration Number:	1956992	AMERICAN HOME SHIELD
Registration Number:	1427790	AHS AMERICAN HOME SHIELD
Serial Number:	88028264	FRONTDOOR

CORRESPONDENCE DATA

Fax Number: 2124552502

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) 455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2136
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	08/24/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), effective as of August 16, 2018 is made by AMERICAN HOME SHIELD CORPORATION, a Delaware corporation, located at 150 Peabody Place, Memphis, Tennessee 38103 ("American Home Shield") and FRONTDOOR, INC., a Delaware corporation, located at 150 Peabody Place, Memphis, Tennessee 38103 ("Borrower") (American Home Shield and Borrower, each a "Grantor" and collectively "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association located at 10 South Dearborn, Floor L2, Chicago, IL 60603, in its capacity as collateral agent for the Secured Parties and administrative agent for the Lenders (in such capacities, and together with its successors and assigns in such capacities, the "Agent") from time to time parties to the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 16, 2018 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or any successor agreements, the "Credit Agreement"), among the Borrower, the Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to, among other things, make Loans and other Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of the Borrower (including American Home Shield, a Domestic Subsidiary of Borrower) have executed and delivered a Guarantee and Collateral Agreement, dated as of August 16, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in all Collateral (as defined the in Guarantee and Collateral Agreement) including all Intellectual Property (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a lien on and security interest in, all of their right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral") to the Agent for the benefit of the Secured Parties.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of the security interest herein with the United States Patent and Trademark Office. The security interest granted hereby is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement and any claims, controversy, dispute or causes of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to any principle of conflicts of law that could require the application of any other law.

[remainder of page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

FROONTDOOR, INC.

By: 

Name: Brian K. Turcotte

Title: Senior Vice President Chief Financial
Officer

AMERICAN HOME SHIELD CORPORATION

By: _____

Name: Thomas E. Courtney Jr.


Title: Vice President, Secretary & General
Counsel

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

FROONTDOOR, INC.

By: _____
Name: Brian K. Turcotte
Title: Senior Vice President Chief Financial
Officer

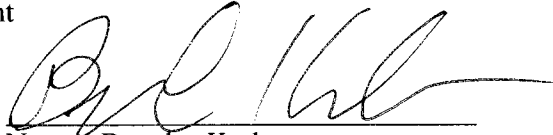
AMERICAN HOME SHIELD CORPORATION

By: 

Name: Thomas E. Courtney Jr.
Title: Vice President, Secretary & General
Counsel

JPMORGAN CHASE BANK, N.A.,
as Agent

By:

A handwritten signature in black ink, appearing to read 'Brendan Korb', written over a horizontal line.

Name: Brendan Korb

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006422 FRAME: 0187

SCHEDULE A

TRADEMARKS

MARK	REG./ SERIAL NUMBER	REGISTERED OWNER
BE SURE WITH THE SHIELD	5374669	American Home Shield Corporation
AMERICAN HOME SHIELD & design	4140212	American Home Shield Corporation
PICK 10	3949349	American Home Shield Corporation
AMERICAN HOME SHIELD & design	4234976	American Home Shield Corporation
FLEXPLAN COMBO	3569762	American Home Shield Corporation
SERVICEPLUS PACKAGE	3377603	American Home Shield Corporation
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LIFE HAPPENS. HAVE A PLAN.	4839540	American Home Shield Corporation
AHS	4170523	American Home Shield Corporation
3X3	3949348	American Home Shield Corporation
DESIGN ONLY	4234975	American Home Shield Corporation
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COVERAGEPLUS PACKAGE	3414158	American Home Shield Corporation
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ONMARK PRO	3515213	American Home Shield Corporation
AMERICAN HOME SHIELD	1956992	American Home Shield Corporation
AHS AMERICAN HOME SHIELD & design	1427790	American Home Shield Corporation
FRONTDOOR	88/028264	frontdoor, inc.