

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXPRESS HOME SERVICES, LLC		11/27/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	2100 Third Avenue North		
Internal Address:	Suite 1100		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4692111	THE HAPPY HOME PEOPLE!	
Registration Number:	4987964		
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	2052541202		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	Paul Wallace		
Address Line 1:	1901 Sixth Avenue North		
Address Line 2:	Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	13086.0089		
NAME OF SUBMITTER:	Paul Wallace		
SIGNATURE:	/Paul Wallace/		
DATE SIGNED:	11/27/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 27th day of November, 2019, between EXPRESS HOME SERVICES LLC, an Arizona limited liability company ("Grantor") and CADENCE BANK, N.A., a national banking association ("Lender").

WHEREAS, Grantor owns the trademarks (the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Express Home Services Holdings, LLC, a Delaware limited liability company, Grantor and Lender have entered into that certain Loan Agreement dated as of even date herewith (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement);

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations;

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

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Alabama as in effect from time to time.
3. This Agreement has been delivered at Birmingham, Alabama and shall be governed by and construed and enforced in accordance with the laws of the State of Alabama (without regard to conflict of law principles). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any

provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Signature page follows]

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

EXPRESS HOME SERVICES LLC

By: *Daniel H. Moore*
Name: Daniel H. Moore
Title: President

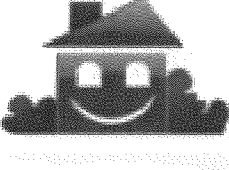
CADENCE BANK, N.A.

By: Barbara Mulligan

Name: Barbara Mulligan

Title: Vice President

SCHEDULE A

Registered Trademarks						
Country	Office	Word Mark	Owner	Serial No.	Registration No.	Registration Date
United States	USPTO		Express Home Services LLC	86791963	4987964	June 28, 2016
United States	USPTO	THE HAPPY HOME PEOPLE!	Express Home Services LLC	86338579	4692111	February 24, 2015