

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at R/F 6633/0900		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightwood Loan Services LLC, as Collateral Agent		05/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Authority Brands US Home Services, Inc. (as successor-in-interest to Direct Energy US Home Services, Inc.)		
Street Address:	12 Greenway Plaza		
Internal Address:	Suite 250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77046		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75552783	EVANS SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	063103 â#" 0006		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	05/18/2021		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 14, 2021 (this “Release”), is made by BRIGHTWOOD LOAN SERVICES LLC, a Delaware limited liability company, as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of Authority Brands US Home Services, Inc. (as successor-in-interest to Direct Energy US Home Services, Inc.) (the “Grantor”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 21, 2018, by and among Villa Bidco Inc., a Delaware corporation (the “Borrower”), Villa Parent Inc., a Delaware corporation (“Holdings”), the Collateral Agent, the Joint Lead Arrangers, each Lender from time to time party thereto and each other party thereto (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”) and that certain Security Agreement, dated as of September 21, 2018, by and among the Grantor and certain other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Grantor executed and delivered to the Collateral Agent, the Trademark Security Agreement, dated as of April 30, 2019 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in and to the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth on Schedule A attached hereto (excluding any Excluded Property) (collectively, the “Trademark Collateral”); and

WHEREAS the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on May 1, 2019 at Reel/Frame 6633/0900;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used herein, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement, Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, on behalf of itself and the Secured Parties, (a) hereby releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, including, without limitation, the registered Trademarks and Trademarks for which applications are pending in the USPTO listed on Schedule A attached hereto, arising under the Credit Agreement, Security Agreement and the Trademark Security Agreement, and (b) if and to the extent that the Collateral Agent has acquired any right, title or interest in, to or under the Trademark Collateral pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Collateral Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor, in each case without recourse, and without representation or warranty of any kind.

3. Termination. The Collateral Agent acknowledges the automatic termination and cancellation of, and hereby terminates and cancels the Trademark Security Agreement.

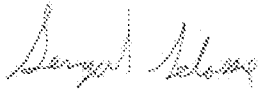
4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

5. Electronic Execution. This Release may be executed in one or more counterparts, and by PDF or electronic signatures.


[Signature Pages Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent

By: 

Senegal Selassie
Authorized Person

By: 

Jennifer Patrickakos
Head of Loan Operations

Schedule A

United States Trademark Registrations and Trademark Applications

Trademark	Application Number	Registration Number	Owner/Grantor
EVANS SERVICES	75552783	2349521	Authority Brands US Home Services, Inc. (as successor-in-interest to Direct Energy US Home Services, Inc.)
Miscellaneous Design (ESKIMO)	T95000000056	T95000000056 (FL State)	Authority Brands US Home Services, Inc. (as successor-in-interest to Direct Energy US Home Services, Inc.)
Miscellaneous Design (Shield Logo)	3688317	3688317	Authority Brands US Home Services, Inc. (as successor-in-interest to Direct Energy US Home Services, Inc.)