

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655611

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Home Shield Corporation		06/17/2021	Corporation: DELAWARE
frontdoor, inc.		06/17/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	90100548	SHIELD SILVER
Serial Number:	90100516	SHIELD GOLD
Serial Number:	90100183	SHIELD PLATINUM
Serial Number:	88075840	FRONTDOOR
Serial Number:	88075877	N
Serial Number:	90244530	PROCONNECT
Serial Number:	88834168	CANDU
Serial Number:	88733755	CANDU
Serial Number:	88733604	CANDU
Serial Number:	88834144	CANDU
Serial Number:	88733674	CANDU WILL DO GUARANTEE
Registration Number:	4989251	CANDU PLUMBING & ROOTER
Registration Number:	5191614	CANDU PLUMBING & ROOTER
Serial Number:	88834187	CANDU WILL DO GUARANTEE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1408784
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NAME OF SUBMITTER:	Adam Siegel
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SIGNATURE:	/Adam Siegel/
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DATE SIGNED:	06/23/2021
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Total Attachments: 5

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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this “Supplement”), effective as of June 17, 2021, 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 (the “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.

WHEREAS, pursuant to (a) that certain Credit Agreement, dated as of August 16, 2018, among the Borrower, the subsidiary borrowers from time to time party thereto, the lenders from time to time party thereto and the Agent (as amended and restated on June 17, 2021, and as may be further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (b) that certain Guarantee and Collateral Agreement, dated as of August 16, 2018, among the Borrower, certain subsidiaries of the Borrower (including AHS) and the Agent (as amended and restated on June 17, 2021, and as may be further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Collateral including all Intellectual Property; and

WHEREAS, in connection with such grant of security interest, the parties hereto entered into that certain Trademark Security Agreement, effective as of August 16, 2018, made by AHS and the Borrower in favor of the Agent (the “Trademark Security 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 Trademark Security 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 listed on Schedule A hereto (collectively, the “Additional Trademark Collateral”) to the Agent for the benefit of the Secured Parties.

SECTION 3. Purpose. This Supplement 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 Additional 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 Supplement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Supplement 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 Supplement 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 Supplement 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 Supplement to be duly executed and delivered as of the date first above written.

FRONTDOOR, INC.

By: *Brian K. Turcotte*
Brian K. Turcotte (Jun 15, 2021 19:10 CDT)
Name: Brian K. Turcotte
Title: Senior Vice President & Chief
Financial Officer

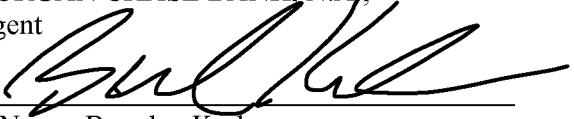
AMERICAN HOME SHIELD CORPORATION

By: *Brian K. Turcotte*
Brian K. Turcotte (Jun 15, 2021 19:10 CDT)
Name: Brian K. Turcotte
Title: Senior Vice President & Chief
Financial Officer

[frontdoor - Signature Page to Supplement No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 007334 FRAME: 0296

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Brendan Korb
Title: Vice President

SCHEDULE A

TRADEMARKS

MARK	REGISTRATION/ APPLICATION/SERIAL NUMBER	REGISTERED OWNER
SHIELD SILVER	90100548	American Home Shield Corporation
SHIELD GOLD	90100516	American Home Shield Corporation
SHIELD PLATINUM	90100183	American Home Shield Corporation
FRONTDOOR	88075840	frontdoor, inc.
N Design	88075877	frontdoor, inc.
PROCONNECT	90244530	frontdoor, inc.
CANDU	88834168	frontdoor, inc.
CANDU	88733755	frontdoor, inc.
CANDU	88733604	frontdoor, inc.
CANDU	88834144	frontdoor, inc.
CANDU WILL DO GUARANTEE	88733674	frontdoor, inc.
CANDU WILL DO GUARANTEE	88834187	frontdoor, inc.
CANDU PLUMBING &ROOTER	4989251	frontdoor, inc.
CANDU PLUMBING &ROOTER	5191614	frontdoor, inc.