

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POWERHOUSE RETAIL SERVICES, LLC		01/12/2022	Limited Liability Company: TEXAS
DENT ENTERPRISES, LLC		01/12/2022	Limited Liability Company: DELAWARE
ADVANCED SERVICE HOLDINGS, LLC		01/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5898913	POWERHOUSE PEOPLE PROCESS TECHNOLOGY	
Registration Number:	5208139	INFINITY	
Registration Number:	4174411	INFINITY BY POWERHOUSE	
Registration Number:	4174398	INFINITY BY POWERHOUSE	
Registration Number:	4170653	POWERHOUSE RETAIL SERVICES	
Registration Number:	4174392	POWERHOUSE RETAIL SERVICES	
Registration Number:	3099666	EXTERIOR SERVICES MANAGEMENT	
Registration Number:	2538247	DENTCO	
Registration Number:	3996108	ONDEMAND FM	
Registration Number:	3988327	A BETTER WAY TO MANAGE FACILITIES	
Registration Number:	3614726	ONECALL	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: 9498527792
Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

NAME OF SUBMITTER:	Juliana Gaines
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	01/12/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 12, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by POWERHOUSE RETAIL SERVICES, LLC, a Texas limited liability company, DENT ENTERPRISES, LLC, a Delaware limited liability company and ADVANCED SERVICE HOLDINGS, LLC, a Delaware limited liability company (each, a “*Grantor*” and collectively, the “*Grantors*”) in favor of HPS INVESTMENT PARTNERS, LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS each Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the

registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantors and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations

and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

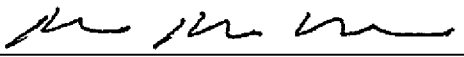
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

POWERHOUSE RETAIL SERVICES, LLC, as a Grantor

By: 

Name: Robert Blake-Ward
Title: Secretary

DENT ENTERPRISES, LLC, as a Grantor

By: _____

Name: Scott Milnes
Title: President

ADVANCED SERVICE HOLDINGS, LLC, as a Grantor

By: _____

Name: Michael Lyons
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

POWERHOUSE RETAIL SERVICES, LLC, as a Grantor

By: _____
Name: Robert Blake-Ward
Title: Secretary

DENT ENTERPRISES, LLC, as a Grantor

By: Scott Milnes
Name: Scott Milnes
Title: President

ADVANCED SERVICE HOLDINGS, LLC, as a Grantor

By: _____
Name: Michael Lyons
Title: President

Signature Page to Trademark Security Agreement (Powerhouse)

TRADEMARK
REEL: 007558 FRAME: 0465

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

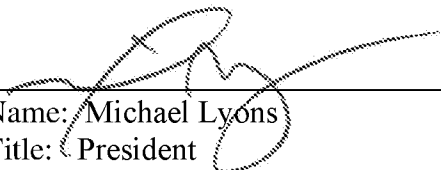
POWERHOUSE RETAIL SERVICES, LLC, as a Grantor

By: _____
Name: Robert Blake-Ward
Title: Secretary

DENT ENTERPRISES, LLC, as a Grantor

By: _____
Name: Scott Milnes
Title: President

ADVANCED SERVICE HOLDINGS, LLC, as a Grantor

By:  _____
Name: Michael Lyons
Title: President

Acknowledged and Agreed:

HPS INVESTMENT PARTNERS, LLC, as
Administrative Agent

By: *Vali Shokrgozar*
Name: Vali Shokrgozar
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Trademark	Registered Owner	U.S. Trademark Registered Number / Serial Number	Filing/ Registration Dates	Country
POWERHOUSE PEOPLE PROCESS TECHNOLOGY and Design 	POWERHOUSE RETAIL SERVICES, LLC	Registered Number: 5898913 / Appl. No. 88242713	Filing date: December 27, 2018 Registration Date: June 25, 2019	USA
INFINITY	POWERHOUSE RETAIL SERVICES, LLC	Registered Number: 5208139 / Appl. No. 87144291	Filing date: August 19, 2016 Registration Date: May 23, 2017	USA
INFINITY BY POWERHOUSE and Design 	POWERHOUSE RETAIL SERVICES, LLC	Registered Number: 4174411 / Serial Number 85422632	Filing date: September 14, 2011 Registration Date: July 17, 2012	USA
INFINITY BY POWERHOUSE	POWERHOUSE RETAIL SERVICES, LLC	Registered Number: 4174398 / Serial Number 85420212	Filing date: September 12, 2011 Registration Date: July 17, 2012	USA
POWERHOUSE RETAIL SERVICES	POWERHOUSE RETAIL SERVICES, LLC	Registered Number: 4170653 / Serial Number 85419091	Filing date: September 9, 2011 Registration Date: July 17, 2012	USA

Schedule A

4139-8274-4116

TRADEMARK
REEL: 007558 FRAME: 0468

Trademark	Registered Owner	U.S. Trademark Registered Number / Serial Number	Filing/ Registration Dates	Country
POWERHOUSE RETAIL SERVICES and Design 	POWERHOUSE RETAIL SERVICES, L.L.C.	Registered Number: 4174392 /Serial Number 85419133	Filing date: September 9, 2011 Registration Date: July 17, 2012	USA
EXTERIOR SERVICES MANAGEMENT	Dent Enterprises, LLC	Registered Number: 3099666 Serial Number: 76574200	Registration Date: June 6, 2006 Filing Date: February 5, 2004	USA
	Dent Enterprises, LLC	Registered Number: 2538247 Serial Number: 76285207	Registration Date: November 20, 2001 Filing Date: July 13, 2001	USA
Ondemand FM	Advanced Service Holdings, LLC	Registered Number: 3996108 / Serial Number: 85033063	Registration Date: July 19, 2011 Filing Date: May 7, 2010	USA
A better way to manage facilities	Advanced Service Holdings, LLC	Registered Number: 3988327 / Serial Number: 85033066	Registration Date: July 5, 2011 Filing Date: May 7, 2010	USA
Onecall	Advanced Service Holdings, LLC	Registered Number: 3614726/ Serial Number: 77418793	Registration Date: May 5, 2009 Filing Date: March 11, 2008	USA

Schedule A

4139-8274-4116

TRADEMARK
REEL: 007558 FRAME: 0469

Trademark	Registered Owner	U.S. Trademark Registered Number / Serial Number	Filing/ Registration Dates	Country
Advanced OneCall	Advanced Service Holdings, LLC	Certification pending	Filing Date: October 25, 2021	USA

Non-U.S. Trademarks and Trademark Applications

None.

Schedule A

4139-8274-4116