

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ECOPLUMBERS, LLC		04/28/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	21 East State Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4319218	ECOPLUMBERS	
Registration Number:	4885006	THE ECOPLUMBERS SAVING THE DAY; PROTECTI	
CORRESPONDENCE DATA			
Fax Number:	6144622616		
<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:	614-462-4729		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	David Corrigan		
Address Line 1:	200 Civic Center Drive		
Address Line 2:	Suite 1200		
Address Line 4:	Columbus, OHIO 43215-4138		
ATTORNEY DOCKET NUMBER:	063651.000040		
NAME OF SUBMITTER:	David Corrigan		
SIGNATURE:	/David Corrigan/		
DATE SIGNED:	04/28/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of April 28, 2023, is made by and between THE ECOPLUMBERS, LLC, an Ohio limited liability company (the "Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION (the "Lender").

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of the date hereof (the "Credit Agreement"), among the Grantor, the Lender, OCAPEC, LLC, an Ohio limited liability company, as borrower (the "Borrower"), and the other Loan Parties from time to time party thereto. Terms used herein and not otherwise defined herein are used as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loan by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender that certain Guaranty and Security Agreement, dated as of the date hereof, made by and among the Grantor, the Borrower, the other Loan Parties from time to time party thereto, and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials, as applicable, to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE ECOPLUMBERS, LLC

By: R. Michael Barnhart
Name: R. Michael Barnhart
Title: Chief Financial Officer

Address for Notices:

4691 Northwest Pkwy,
Hilliard, OH 43026
Attn: R. Michael Barnhart

Signature Page to
IP Security Agreement

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AGREED TO AND ACCEPTED:

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: Rachel Ross, VP
Name: Rachel Ross
Title: Vice President Commercial Banking

Address for Notices:

Fifth Third Bank, National Association
21 E. State Street
Columbus, Ohio 43215
Attention: Rachel Ross
Rachel.Ross@53.com

Signature Page to
IP Security Agreement

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SCHEDULE 1

PATENTS

Patents


None

Patent Applications

None

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
"EcoPlumbers"	United States	4319218	April 9, 2013	The EcoPlumbers, LLC
	United States	4885006	January 12, 2016	The EcoPlumbers, LLC

Trademark Applications

None

SCHEDULE 3
COPYRIGHTS

Copyright Registrations

None

Copyright Applications

None

Exclusively Licensed Copyright Registrations

None

Exclusively Licensed Copyright Applications

None