

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI213920

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leaf Solution, LLC		04/01/2024	Limited Liability Company: DELAWARE
GPI Home Solutions, Inc.		04/01/2024	Corporation: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Brightwood Loan Services LLC		
<b>Street Address:</b>	810 Seventh Avenue		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3243293	EVELYN'S LEAFSOLUTION	
<b>Registration Number:</b>	3964891	LEAF SOLUTION	
<b>Registration Number:</b>	5764476	LEAFSOLUTION	
<b>Registration Number:</b>	6987262	LEAFSOLUTION THE GUTTER GUARD MANUFACTURER THAT REVOLUTIONIZED AN ENTIRE INDUSTRY!	
<b>Registration Number:</b>	6987263	EVELYN'S LEAFSOLUTION GUTTER GUARD	
<b>Registration Number:</b>	6890741	LEAFSOLUTION XTREME GUTTER GUARD	
<b>Registration Number:</b>	6987264	LEAFSOLUTION NEW WAVE GUTTER GUARD	
<b>Registration Number:</b>	3535413	LEAF-X	
<b>Registration Number:</b>	3700370	GUTTER FORTRESS	
<b>Registration Number:</b>	3807046	LEAFREE	
<b>Registration Number:</b>	3807021	LEAFREE	
<b>Registration Number:</b>	3925842	GUTTERX	
<b>Registration Number:</b>	3994560	GUTTERRX	
<b>Registration Number:</b>	4383519	ZIP	
<b>Registration Number:</b>	4383521	ZIP HINGE	
<b>Registration Number:</b>	4383522	ZIP HINGE	

CH \$715.00.00 76650391

Property Type	Number	Word Mark
Registration Number:	4383526	LOCKS ON, STAYS STRONG
Registration Number:	4383529	FLIP UP, MOW UNDER
Registration Number:	4383523	ZIP ON, FLIP UP
Registration Number:	4383530	ONE TWO
Registration Number:	4464607	BULLDOG
Registration Number:	4768980	BULLDOG GUTTER GUARD
Registration Number:	5041345	EASY ON, EASY UP
Registration Number:	5041344	DONE, DONE & DONE
Registration Number:	5296660	ZIP SCREEN
Registration Number:	5132357	LEAF EXTERMINATOR
Registration Number:	5129093	LEAF EXTERMINATOR
Registration Number:	4145747	LEAFPROOF

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** (415)591-1000

**Email:** TrademarksCH@winston.com

**Correspondent Name:** Becky L. Troutman

**Address Line 1:** 101 California Street

**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 086229.00092

**NAME OF SUBMITTER:** MARK PARNABY

**SIGNATURE:** MARK PARNABY

**DATE SIGNED:** 05/06/2024

**Total Attachments: 8**

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- source=Brightwood - GPI - IP Security Agreement (Trademarks) Executed#page2.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of April 1, 2024 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as Collateral Agent for the Secured Parties (each as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of April 1, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This 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 of this

Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LEAF SOLUTION, LLC,**  
as a Grantor

DocuSigned by:  
*Richard Oliva*  
By: \_\_\_\_\_  
Name: Richard Oliva  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

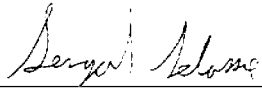
**GPI HOME SOLUTIONS, INC.,**  
as a Grantor

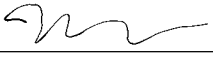
DocuSigned by:  
*Richard Oliva*  
By: \_\_\_\_\_  
Name: Richard Oliva  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

**TRADEMARK**  
**REEL: 008421 FRAME: 0859**

**BRIGHTWOOD LOAN SERVICES LLC, as**  
Collateral Agent

By:   
Name: Sengal Selassie  
Title: Authorized Person

By:   
Name: Jennifer Patrickakos  
Title: Head of Loan Operation



SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. United States Trademarks<sup>1</sup>

Registered Owner/Applicant	Registration No./Application No.	Registration Date/Filing Date	Trademark
Leaf Solution, LLC	3,243,293	22-May-2007	EVELYN'S LEAFSOLUTION
Leaf Solution, LLC	3,964,891	24-May-2011	LEAF SOLUTION 
Leaf Solution, LLC	5,764,476	28-May-2019	LEAF SOLUTION 
Leaf Solution, LLC	6,987,262	21-Feb-2023	LEAFSOLUTION THE GUTTER GUARD MANUFACTURER THAT REVOLUTIONIZED AN ENTIRE INDUSTRY! 
Leaf Solution, LLC	6,987,263	21-Feb-2023	EVELYN'S LEAFSOLUTION GUTTER GUARD 
Leaf Solution, LLC	6,890,741	01-Nov-2022	LEAFSOLUTION XTREME GUTTER GUARD

<sup>1</sup> Intellectual Property listed for Leaf Solution, LLC will be assigned by Products Innovation Group, Inc. at closing. The assignments will be filed with the USPTO shortly after closing.



			
Leaf Solution, LLC	6,987,264	21-Feb-2023	LEAFSOLUTION NEW WAVE GUTTER GUARD 
GPI Home Solutions, Inc.	3,535,413	11/18/2008	Leaf-X
GPI Home Solutions, Inc.	3,700,370	10/20/2009	Gutter Fortress
GPI Home Solutions, Inc.	3,807,046	6/22/2010	Leafree
GPI Home Solutions, Inc.	3,807,021	6/22/2010	Leafree & Design
GPI Home Solutions, Inc.	3,925,842	3/1/2011	Gutterx
GPI Home Solutions, Inc.	3,994,560	7/12/2011	Gutterrx
GPI Home Solutions, Inc.	4,383,519	8/13/2013	Zip
GPI Home Solutions, Inc.	4,383,521	8/13/2013	Zip Hinge
GPI Home Solutions, Inc.	4,383,522	8/13/2013	Zip Hinge & Design
GPI Home Solutions, Inc.	4,383,526	8/13/2013	Locks on, Stays Strong
GPI Home Solutions, Inc.	4,383,529	8/13/2013	Flip up, Mow Under
GPI Home Solutions, Inc.	4,383,523	8/13/2013	Zip on, Flip Up
GPI Home Solutions, Inc.	4,383,530	8/16/2013	One Two
GPI Home Solutions, Inc.	4,464,607	1/14/2014	Bulldog

GPI Home Solutions, Inc.	4,768,980	7/7/2015	Bulldog Gutter Guard
GPI Home Solutions, Inc.	5,041,345	9/13/2016	Easy On, Easy Up
GPI Home Solutions, Inc.	5,041,344	9/13/2016	Done, Done & Done
GPI Home Solutions, Inc.	5,296,660	9/26/2017	Zip Screen
GPI Home Solutions, Inc.	5,132,357	9/31/2017	Leaf Exterminator
GPI Home Solutions, Inc.	5,129,093	1/24/2017	Leaf Exterminator & Design
GPI Home Solutions, Inc.	4,145,747	5/22/2012	Leafproof