

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	default under security agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Some Guys & Truck, Inc.		09/13/2011	CORPORATION: VIRGINIA
Brand Names, Inc.		09/13/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Moving Names, LLC
Street Address:	4019 24th Road North
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22207
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2927644	WE'LL MOVE YA!
Registration Number:	2927645	WE'LL MOVE YA!
Registration Number:	3579083	MAJOR WORLDWIDE MOVERS
Registration Number:	3579084	MAJOR WORLDWIDE MOVERS
Registration Number:	3762154	TWO GUYS AND A TRUCK
Registration Number:	3776769	TWO GUYS AND A TRUCK

CORRESPONDENCE DATA

Fax Number: (703)218-2160
 Phone: (703) 218-2138
 Email: sue.williams@ofplaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Kevin Oliveira
 Address Line 1: 9302 Lee Highway, Suite 1100
 Address Line 2: Odin, Feldman & Pittleman, PC

OP \$165.00 2927644

Address Line 4: Fairfax, VIRGINIA 22031

ATTORNEY DOCKET NUMBER: 42691.00010

NAME OF SUBMITTER: David S. Underwood

Signature: /dsu/

Date: 09/16/2011

Total Attachments: 8

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AFFIDAVIT OF DEFAULT

1. My name is David S. Underwood and I am over the age of eighteen and I am competent to testify to, and have personal knowledge of, the matters contained herein.
2. I was the founder and owner of the Virginia-based Two Guys and a Truck ("*Two Guys*") moving business.
3. On February 22, 2011 ("*Transaction*"), I sold the Two Guys business to Some Guys & Truck, Inc. ("*Some Guys*").
4. The Transaction was memorialized by, among other documents, a Secured Promissory Note ("*Note*").
5. A true and accurate copy of the Note is attached hereto as Exhibit A.
6. As part of the Transaction, Some Guys purchased nearly all the assets of 2GT, Inc. ("*2GT*") and Moving Names, LLC ("*Moving Names*").
7. Included in the Transaction was the purchase of the Two Guys and a Truck word mark (U.S. Registration No. 3,762,154) and logo design (U.S. Registration No. 3,776,769) (collectively, the "*Two Guys Mark*").
8. Moving Names is the Noteholder of the Note.
9. Some Guys & Truck and Brand Names, Inc. (collectively "*Makers*") are the Makers of the Note.
10. The Note states, in relevant part, that Some Guys and Brand Names is to pay Moving Names, Nine Hundred Thousand Dollars (\$900,000.00), plus interest on that amount at the rate of five percent (5%) per annum.
11. The Note states that the Makers were to make a payment of \$250,000.00 to Moving Names on June 30, 2011. This payment did not occur.



12. The Note states that Makers were to make monthly payments of \$10,365.55 to Moving Names commencing in March of 2011. Makers failed to make these payments in April, May, June and July of 2011.

13. Similarly, the Note states that the Note is secured by all of the assets of Some Guys purchased pursuant to the Asset Purchase Agreement entered into by the parties, including but not limited to "registered and unregistered trademarks."¹

14. The Note further states, in relevant part, that upon the occurrence of an Event of Default, the Noteholder may enforce the Note utilizing all legal and equitable remedies.²

15. There has been an Event of Default, as defined in the Note, as Makers have failed to make the payments referenced herein.

16. On August 15, 2011, Moving Names sent the requisite notice under the Note requesting Makers cure their default. This notice is attached hereto as Exhibit B.

17. Notwithstanding this notice, Makers have failed to cure their default under the Note.

18. Pursuant to the Note, the Secured Property, including registered and unregistered trademarks, may be secured as an obligation upon default.

19. Accordingly, based on the default, the undersigned is entitled to all assets underlying the Asset Purchase Agreement, specifically the Two Guys and a Truck word mark (U.S. Registration No. 3,762,154) and logo design (U.S. Registration No. 3,776,769).

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON THIS 16th DAY OF September, 2011.



DAVID S. UNDERWOOD

¹ Note, ¶9.

² Note, ¶4.

SECURED PROMISSORY NOTE

Commonwealth of Virginia

Amount: \$1,400,000.00

Date: February 22, 2011

FOR VALUE RECEIVED, the undersigned, **Some Guys & Truck, Inc.**, a Virginia corporation, and **Brand Names, Inc.**, a Virginia corporation (collectively the "Maker"), jointly and severally promise to unconditionally pay to the order of Moving Names, LLC (the "Noteholder"), or such other party as the Noteholder may direct, the Principal Sum of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00).

1. Payment Schedule. The Maker shall pay to the Noteholder the Principal Sum and interest due hereunder as follows:

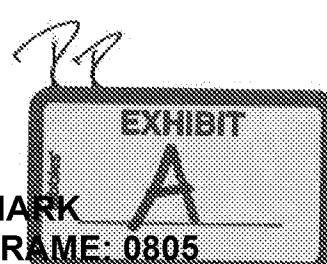
a. Two Hundred Fifty Thousand Dollars (\$250,000.00) is due and payable on the date which is one hundred twenty (120) days after the execution of this Note;

b. Two Hundred Fifty Thousand Dollars (\$250,000.00) is due and payable on January 1, 2012; and

c. Nine Hundred Thousand Dollars (\$900,000.00), plus interest on that amount at the rate of five percent (5%) per annum, is payable pursuant to One Hundred Eight (108) consecutive monthly payments of Ten Thousand Three Hundred Sixty Five and 55/100 Dollars (\$10,365.55), due and payable on the fifth (5th) day of each month, commencing March 5, 2011.

2. Payment Instructions. All payments shall be made by check payable to "Moving Names, LLC" or such other party as Noteholder may direct, and delivered to Noteholder at 4019 24th Road North, Arlington, Virginia 22207, or at such other address as the Noteholder may specify. Notwithstanding the foregoing, Noteholder hereby directs that six percent (6%) of each payment due and owing to Noteholder hereunder shall be made payable to "Piedmont Capital Group" and delivered to Jeff Neuberg at 9008 Daum Court, Springfield, Virginia 22153. All notices to the Maker shall be sent to Some Guys & Truck, Inc., c/o Brett Burks, at 45726 Elmwood Court, Sterling, Virginia 20166, with a copy delivered to Edward Gross, Esq., Gross & Romanick, P.C., 3975 University Drive, Suite 410, Fairfax, VA 22030. All notices shall be in writing and will be deemed received the same day (when delivered personally), 5 days after mailing (when sent by registered or certified mail) and the next business day (when delivered by overnight courier or by facsimile transmission).

3. Events of Default. The occurrence of any one or more of the following events shall constitute a default (an "Event of Default") under this Note:



a. The failure of the Maker to pay by its due date any amount due hereunder, which failure shall remain uncured for thirty (30) days after Noteholder's written notice to the Maker;

b. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state insolvency statute by or against the Maker; or

c. An application or petition for the appointment of a receiver or custodian for, or the making of a general assignment for the benefit of creditors by, the Maker.

4. Remedies Upon Default. Upon the occurrence of an Event of Default hereunder, the Noteholder may enforce this Note utilizing all available legal and equitable remedies.

5. Prepayment. The Maker reserves the right to prepay without penalty any portion of the Principal Sum due hereunder.

6. Jurisdiction. This Note shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. The Maker hereby agrees that any and all disputes whatsoever arising under or related to this Note shall be litigated exclusively in the courts of Fairfax County, Virginia.

7. Assignment. This Note may not be assigned by the Maker or the Noteholder without the express written consent of the other party hereto.

8. Cross-Defaults. This Note is entered into by the Maker pursuant to the Asset Purchase Agreement (the "APA") of even date herewith by and between Some Guys & Truck, Inc., *party of the first part*, and Underwood, 2GT, Inc. t/a Two Guys and a Truck and Moving Names, LLC, *party of the second part*, and in connection with the Purchase Agreement (the "Purchase Agreement") of even date herewith by and between Brand Names, Inc., *party of the first part*, and Underwood, Moving Brands, LLC and Two Guys and a Truck, Inc. *party of the second part*. Underwood, 2GT, Inc. t/a Two Guys and a Truck, Moving Names, LLC, Moving Brands, LLC and Two Guys and a Truck, Inc. are hereinafter collectively referred to as the "Seller Parties". The APA and the Purchase Agreement collectively document the sale of various assets and businesses of the Seller Parties to the Maker. The obligation of the Maker to make payments to the Noteholder pursuant to this Note is subject to the following conditions:

a. In the event of a breach of the APA or the Purchase Agreement by any of the Seller Parties, which breach is not cured within thirty (30) days of Maker delivering notice of the breach to the Noteholder at the address specified above, the Maker's payment obligations pursuant to this Note shall be immediately suspended until such breach is cured.

b. In the event that any of the assets purchased pursuant to the APA, or any ownership interest purchased pursuant to the Purchase Agreement, is seized by any creditor of any of the Seller Parties, and such seizure impairs the operation of the businesses acquired by Maker in the APA and Purchase Agreement as determined by Maker, the Maker may suspend all

payments pursuant to this Note until the businesses are able to resume full operation as determined by the Maker.

c. The Maker shall be entitled to immediately deduct from the amount due under this Note any amounts paid by the Maker to satisfy or settle any debts, obligations or liabilities of the Seller Parties in excess of the One Million Dollars (\$1,000,000.00) that Some Guys & Truck, Inc. has agreed to pay to the various creditors of the Seller Parties pursuant to Paragraph 7 of the APA.

d. In the event that the Maker deducts any amount from this Note pursuant to Section 8(c), said deductions shall reduce the principal amount due under this Note.

9. Security Agreement. This Note is a security agreement and is secured by all of the assets of Some Guys & Truck, Inc. purchased pursuant to the APA, and all of the ownership interests of Moving Brands, LLC and Two Guys and a Truck, Inc. purchased pursuant to the Purchase Agreement (the "Secured Property"), which Secured Property includes but is not limited to all goods, chattels, machines, equipment, inventory, contract rights, receivables, accounts receivable, franchise royalties, registered and unregistered trademarks and service marks, general intangibles, furniture, fixtures, and other property. Maker agrees that Noteholder or its assigns may file a UCC Financing Statement to secure the obligations of this Note.

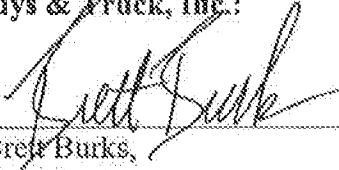
[Signature Page Follows]

RR

IN WITNESS HERETO, the undersigned Maker executes this Note as of the date written above.


Some Guys & Truck, Inc.:

By:


Brett Burks,
President & Authorized Agent

Brand Names, Inc.:

By:


Brett Burks,
President & Authorized Agent

BB

**Odin
Feldman
Pittleman PC**

David C. Gutkowski
Attorney at Law
david.gutkowski@ofplaw.com
703-218-2162

August 15, 2011

Via Electronic Mail and First-Class Mail

Edward Gross, Esquire
Gross & Romanick, P.C.
3975 University Drive, Suite 410
Fairfax, Virginia 22030-2520
egross@gross.com

Re: *Secured Promissory Note Dated February 22, 2011*

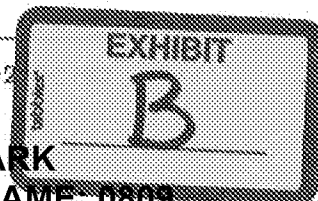
Dear Mr. Gross:

As you know, this firm represents, *inter alia*, Moving Names, LLC. Moving Names, LLC is the Noteholder of a certain secured promissory note dated February 22, 2011 ("Note"). Your clients, Some Guys & Truck, Inc. and Brand Names, Inc. (collectively, "Makers") are the makers of this Note.

Under the terms of this Note, the Makers were to make a payment of \$250,000.00 to Moving Names, LLC on June 22, 2011. To date, the Makers have failed to make this payment. Moreover, under the terms of the Note, the Makers were to make monthly payments of \$10,365.55 each month starting in March of 2011. To date, the Makers have failed to make the payments due in April, May, June and July of 2011. The total amount of all payments due under the Note is \$291,462.20.


Please consider this correspondence as the requisite notice of the Makers' failure to make these payments, pursuant to Paragraph 3(a) of the Note. Because you represent the Makers of the Note, I do not believe it would be proper for me to send this notice to your clients directly and assume that this notice is sufficient notice to your clients under the Note. However, if my assumption is not correct and you wish for me to send this notice to your client directly, please let me know upon receipt of this correspondence.

I understand the Makers believe that they may suspend payments under the Note due to an alleged misrepresentation made in connection with the transaction of which this Note stems from. My understanding of the facts of this case differs such that I do not believe there was a misrepresentation made to the Makers, or your clients, such that the Makers can cease making payments under the Note.



Edward Gross, Esquire
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August 15, 2011

I send this notice with an eye towards protecting the rights of Moving Names, LLC and not in an effort to disrupt any efforts to attempt to achieve a global resolution of the issues between your client, my clients and Two Men and a Truck International, Inc. I hope that this correspondence is received in that spirit.

Very truly yours,

David C. Gutkowski

cc: David S. Underwood