

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RVNB HOLDINGS, INC.		02/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent and Lead Arranger		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86180671	THE BEST MOVING EXPERIENCE... PERIOD!	
Serial Number:	78614223	LET OUR FAMILY MOVE YOURS	
Serial Number:	77347724	QUICK N EASY MOVING	
Serial Number:	74306942	FOR THE FAMILY ON THE MOVE	
Serial Number:	74306158	MY FAMILY MOVED YOUR FAMILY	
Serial Number:	74277107	ALL MY SONS	
Serial Number:	86310521	MOVING IS A PART OF LIFE	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<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:	214-758-3407		
Email:	angela.vartanian@squirepb.com		
Correspondent Name:	Meghann K. Morrill		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	2000 McKinney Ave, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	800154.00032		

CH \$190.00 86180671

NAME OF SUBMITTER:	Meghann K. Morrill
SIGNATURE:	/Meghann K. Morrill/
DATE SIGNED:	02/27/2015
Total Attachments: 8 source=AMS Intellectual Property Security Agreement#page1.tif source=AMS Intellectual Property Security Agreement#page2.tif source=AMS Intellectual Property Security Agreement#page3.tif source=AMS Intellectual Property Security Agreement#page4.tif source=AMS Intellectual Property Security Agreement#page5.tif source=AMS Intellectual Property Security Agreement#page6.tif source=AMS Intellectual Property Security Agreement#page7.tif source=AMS Intellectual Property Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of February 26, 2015, by **RVNB HOLDINGS, INC.**, a Delaware corporation (“**Company**”) and each of the undersigned (together with Company, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loan**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the “**IP Collateral**”):

(a) The United States, state and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The United States, state and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The United States, state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein) (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally (other than contingent indemnification obligations as to which no claim has been made) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of

this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

RVNB HOLDINGS, INC.

By: 

Name: Robert Peterson

Title: CEO and Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005468 FRAME: 0600

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

None.

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Registration Number	Word Mark	Trademarks	Registration Date	Filing Date
86180671	4634243	THE BEST MOVING EXPERIENCE... PERIOD!	November 4, 2014	January 31, 2014
78614223	3179497	LET OUR FAMILY MOVE YOURS	December 5, 2006	April 21, 2005
77347724	3475672	QUICK N EASY MOVING	July 29, 2008	December 10, 2007
74306942	1857381	FOR THE FAMILY ON THE MOVE	October 4, 1994	August 24, 1992
74306158	1842511	MY FAMILY MOVED YOUR FAMILY	June 28, 1994	August 21, 1992
74277107	1814527	ALL MY SONS	December 28, 1993	May 20, 1992

Pending Trademark Applications:

Serial 86310521		MOVING IS A PART OF LIFE	Application pending	June 16, 2014
--------------------	--	--------------------------	---------------------	---------------

SCHEDULE D
DOMAIN NAMES

<u>Domain Name</u>	<u>Record Owner</u>
Allmysons.com	RVNB Holdings, Inc.