

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMS Group Holdco, LLC		09/29/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC
Street Address:	300 South Wacker Drive
Internal Address:	Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4885303	YOUR FRIEND IN THE MOVING BUSINESS
Registration Number:	4865676	THE GOOD GREEK
Registration Number:	4937426	MOVING IS A PART OF LIFE
Registration Number:	4634243	THE BEST MOVING EXPERIENCE... PERIOD!
Registration Number:	3475672	QUICK N EASY MOVING
Registration Number:	1857381	FOR THE FAMILY ON THE MOVE
Registration Number:	1842511	MY FAMILY MOVED YOUR FAMILY
Registration Number:	1814527	ALL MY SONS
Registration Number:	3179497	LET OUR FAMILY MOVE YOURS

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: 212.326.3661

Email: mkobb@jonesday.com, kbaird@jonesday.com

Correspondent Name: Michael Kobb

Address Line 1: 250 VESEY STREET

Address Line 4: NEW YORK, NEW YORK 10281

CH \$240.00 4885303

ATTORNEY DOCKET NUMBER:	576818-620027
NAME OF SUBMITTER:	Michael Kobb
SIGNATURE:	/Michael Kobb/
DATE SIGNED:	10/02/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of September 29, 2017 by the entities listed on the signature pages hereof (collectively, "Grantors") in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (the "Administrative Agent") for the certain banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among the Borrower, Administrative Agent and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Guarantee and Collateral Agreement dated as of the date hereof (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent a continuing security interest in, among other Collateral, certain Trademarks of the Grantors and have agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO") and any other appropriate Governmental Authorities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1 Incorporation of Security Agreement; Credit Agreement Definitions. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Administrative Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2 Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property including, without limitation, "intent to use" trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the USPTO; provided, however, that upon such filing and

acceptance by the USPTO, such “intent to use” trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

Section 3 Termination. Upon the termination of the Security Agreement or the termination or release of the Administrative Agent’s security interest in any of the Trademark Collateral, the Administrative Agent shall execute, acknowledge, and deliver to all applicable Grantors an instrument in writing in recordable form releasing the pledge, assignment and grant of any security interest in all affected Trademark Collateral made pursuant to this Agreement.

Section 4 Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

Section 5 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.

Section 6 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

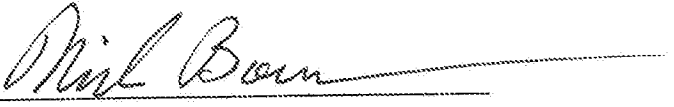
Section 7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

AMS GROUP HOLDCO, LLC

By: 

Name: Nick Bouras

Title: Chief Financial Officer

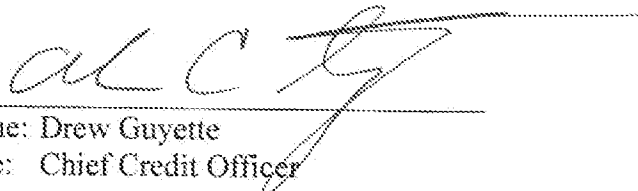
AGREED AND ACCEPTED:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Administrative Agent

By: _____

Name: Drew Guyette

Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', is written over a horizontal dotted line. The signature is stylized and extends slightly above and below the line.

SCHEDULE A

TRADEMARK REGISTRATIONS AND LICENSES

TRADEMARK REGISTRATIONS

Country	Mark	Registration No.	Owner
United States	YOUR FRIEND IN THE MOVING BUSINESS	4885303	AMS Group Holdco, LLC
United States	THE GOOD GREEK	4865676	AMS Group Holdco, LLC
United States	MOVING IS A PART OF LIFE	4937426	AMS Group Holdco, LLC
United States	THE BEST MOVING EXPERIENCE... PERIOD!	4634243	AMS Group Holdco, LLC
United States	QUICK N EASY MOVING	3475672	AMS Group Holdco, LLC
United States	FOR THE FAMILY ON THE MOVE	1857381	AMS Group Holdco, LLC
United States	MY FAMILY MOVED YOUR FAMILY	1842511	AMS Group Holdco, LLC
United States	ALL MY SONS	1814527	AMS Group Holdco, LLC
United States	LET OUR FAMILY MOVE YOURS	3179497	AMS Group Holdco, LLC

TRADEMARK LICENSES

License	Date of License	Lisensor	Lisensee
License to use all Trademarks	12/17/2012	AMS Group Holdco, LLC, as successor-in-interest to RVNB Holdings, Inc.	All My Sons Moving & Storage of Southwest Florida, Inc.
License to use all Trademarks	12/17/2012	AMS Group Holdco, LLC, as successor-in-interest to RVNB Holdings, Inc.	All My Sons Moving & Storage of MD, Inc.
License to use all Trademarks	12/17/2012	AMS Group Holdco, LLC, as successor-in-interest to RVNB Holdings, Inc.	All My Sons Moving & Storage of Bradenton, Inc.
License to use all Trademarks	10/17/15	AMS Group Holdco, LLC, as successor-in-interest to RVNB Holdings, Inc.	Summit Moving and Storage, Inc.
License to use all Trademarks	6/1/16	AMS Group Holdco, LLC, as successor-in-interest to RVNB Holdings, Inc.	All My Sons Moving & Storage, Inc., an Illinois corporation