

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIER ONE RELOCATION LLC		05/24/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5030302	TIER ONE RELOCATION	
Registration Number:	5030300	TIER ONE RELOCATION	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	46034-1		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	06/04/2019		
Total Attachments: 5			
source=Trademark Security Agreement_(61894656_1)#page1.tif			
source=Trademark Security Agreement_(61894656_1)#page2.tif			
source=Trademark Security Agreement_(61894656_1)#page3.tif			

CH \$65.00 5030302

source=Trademark Security Agreement_(61894656_1)#page4.tif
source=Trademark Security Agreement_(61894656_1)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of BMO Harris Bank N.A., in its capacity as lender (the “Lender”).

WHEREAS, the Grantors are party to a Security Agreement dated as of the date hereof (the “Security Agreement”) between each of the Grantors and the other grantors party thereto and the Lender pursuant to which the Grantors granted a security interest to the Lender in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors hereby agrees with the Lender as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security Interest. Each Grantor hereby grants to the Lender a security interest in and lien upon all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

- (i) all trademark registrations and applications therefore listed in Schedule A attached hereto, including all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (ii) all products, rents, issues, profits, returns, income, and proceeds of and from any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or cause the lapse or abandonment of, such application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one in the same instrument.

[Remainder of page intentionally left blank]

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

TIER ONE RELOCATION LLC,

By: 

Name: Brian Gallagher

Title: Chief Executive Officer

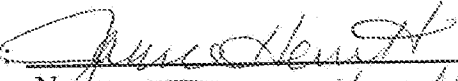
Trademark Security Agreement

TRADEMARK
REEL: 006660 FRAME: 0992

Accepted and Agreed:

BMO HARRIS BANK N.A.,


as Lender

By: 
Name: Janice Hewitt
Title: Director

Trademark Security Agreement

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration	Jurisdiction
Tier One Relocation LLC	TIER ONE RELOCATION	86790696	5030302	10/16/2015	8/30/2016	United States
Tier One Relocation LLC		86790678	5030300	10/16/2015	8/30/2016	United States