

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED ABL TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN FREIGHT OUTLET STORES, LLC		05/01/2020	Limited Liability Company: DELAWARE
BUDDY'S NEWCO, LLC		05/01/2020	Limited Liability Company: DELAWARE
AMERICAN FREIGHT, LLC		05/01/2020	Limited Liability Company: DELAWARE
LTS SOFTWARE LLC		05/01/2020	Limited Liability Company: VIRGINIA
SIEMPRETAX+ LLC		05/01/2020	Limited Liability Company: VIRGINIA
JTH TAX LLC		05/01/2020	Limited Liability Company: DELAWARE
FRANCHISE GROUP INTERMEDIATE L 2, LLC		05/01/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GACP FINANCE CO., LLC, AS AGENT
Street Address:	11100 SANTA MONICA BLVD., SUITE 800
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3875531	NORDICREST
Registration Number:	2973591	STEWART & HAMILTON
Registration Number:	3362041	AMERICAN FREIGHT
Registration Number:	1958674	BUDDY'S HOME FURNISHINGS
Registration Number:	5251957	GOOD TO GO
Registration Number:	3816013	FLEXI
Registration Number:	5971883	BUDDY'S HOME FURNISHINGS
Registration Number:	5593110	LEASE IT. LOVE IT. OWN IT.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6019784	SLIGHTLY IMPERFECT PERFECT PRICES
Registration Number:	5829057	PHOENIX
Registration Number:	5839086	THRIVE ON YOUR OWN TERMS
Registration Number:	5904483	WINNING CUSTOMERS FOR LIFE
Registration Number:	5509978	YOU DO LIFE. WE DO TAXES.
Registration Number:	5427721	LIBTAX
Registration Number:	5542087	FILE TAXES FOR YOURSELF, NOT BY YOURSELF
Registration Number:	5194028	LIBERTY TAX REDEMPTION FUND
Registration Number:	5194029	LIBERTY TAX REDEMPTION FUND
Registration Number:	5156770	#BELONGATLIBERTY
Registration Number:	4705350	A LIBERTY ACCOUNTING
Registration Number:	4705352	A LIBERTY ACCOUNTING
Registration Number:	4705315	LIBERTY ACCOUNTING
Registration Number:	4705316	LIBERTY ACCOUNTING
Registration Number:	4498867	INTAXICATED
Registration Number:	4146047	TAX ANGEL
Registration Number:	4146048	TAX ANIMAL
Registration Number:	4146049	TAX CHAMP
Registration Number:	4146050	TAX HERO
Registration Number:	3916914	TAX SCRATCH FEVER
Registration Number:	3934130	UNA FAMILIA SIN FRONTERAS
Registration Number:	3738741	
Registration Number:	3574394	
Registration Number:	3167134	
Registration Number:	2991965	AMERICA'S FASTEST REFUNDS
Registration Number:	2465670	LIBERTY TAX
Registration Number:	2479692	LIBERTY TAX SERVICE
Registration Number:	2459756	LIBERTY INCOME TAX
Registration Number:	2314991	LIBERTY TAX SERVICE
Registration Number:	3480370	CASH IN A FLASH
Registration Number:	4186819	TAXBRAIN
Registration Number:	4216379	E SMART
Registration Number:	4204477	ESMART TAX
Registration Number:	2802038	COMPLETETAX
Registration Number:	2526313	ESMART TAX
Registration Number:	4785508	SIEMPRETAX+
Registration Number:	4753411	SIEMPRETAX+
Registration Number:	4733330	SIEMPRETAX SOLUCIONES EN TU IDIOMA

Property Type	Number	Word Mark
Registration Number:	4733252	SIEMPRETAX
Registration Number:	4740840	SIEMPRE CONTIGO
Registration Number:	4064252	DOÑA LIBERTAD
Registration Number:	3934165	WELCOME! IBIENVENIDOS!
Serial Number:	88500327	FLEXI COMPRAS
Serial Number:	88778063	BRING IT. WE'LL HANDLE IT.

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 96841-30080

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 05/04/2020

Total Attachments: 21

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AMENDED AND RESTATED ABL TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED ABL TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of May, 2020, by and among the one or more Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GACP FINANCE CO., LLC, a Delaware limited liability company ("GACP"), in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors and permitted assigns in such capacities, "Agent").

RECITALS:

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of February 14, 2020 (as amended by that certain Amendment Number One to ABL Credit Agreement, dated as of March 13, 2020, as further amended by that certain Limited Waiver and Amendment Number Two to ABL Credit Agreement, dated as of April 3, 2020, as further amended by that certain Joinder and Amendment Number Three to ABL Credit Agreement, dated as of May 1, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **FRANCHISE GROUP INTERMEDIATE HOLDCO, LLC**, a Delaware limited liability company ("Lead Borrower"), as a Borrower, certain other Subsidiaries of Lead Borrower from time to time party thereto as Borrowers (collectively with Lead Borrower, the "Borrowers"), **FRANCHISE GROUP NEW HOLDCO, LLC**, a Delaware limited liability company ("Global Parent"), as a Guarantor, certain Subsidiaries of Lead Borrower from time to time party thereto as Guarantors, the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender") and Agent, the Lenders have made and have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Agent and the Lenders are willing to make or continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Amended and Restated ABL Security Agreement, dated as of May 1, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Agent, **SEARS OUTLET STORES, L.L.C.**, **BUDDY'S NEWCO, LLC** and **AMERICAN FREIGHT, INC.** are parties to that certain Trademark Security Agreement, dated as of February 14, 2020 and recorded with the United States Patent and Trademark Office on February 14, 2020 at Reel/Frame: 6864/0857 (the "Original Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement; and

WHEREAS, the Grantors have agreed, solely in accordance with Section 9 hereof, to amend, restate, supersede and replace the Original Trademark Security Agreement, but not to extinguish, terminate, substitute, novate, discharge or release the obligations and liabilities outstanding under the Original Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks, including those U.S. registered and applied for Trademarks referred to on Schedule I, and all Trademark Intellectual Property Licenses to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, in no event shall Trademark Collateral include Excluded Assets, including any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law, and further provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending

Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall, if requested by Agent, deliver an original executed counterpart of this Trademark Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **APPLICABLE LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

8. Notwithstanding anything herein to the contrary, the priority of the Lien and Security Interest granted to Agent pursuant to this Trademark Security Agreement and the exercise of the rights and remedies of Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control, except with respect to the scope of the assets included in Section 2.

9. **AMENDMENT AND RESTATEMENT; NO NOVATION.**

(a) This Agreement supersedes and replaces in its entirety the Original Trademark Security Agreement. The security interests granted, any guaranties provided, and any other obligations under the Original Trademark Security Agreement shall continue without interruption under this Trademark Security Agreement to secure the Secured Obligations, except as modified by this Trademark Security Agreement.

(b) Nothing herein shall be construed as a substitution, novation, discharge or release of the obligations or liabilities outstanding under the Original Trademark Security Agreement, which obligations or liabilities shall remain in full force and effect except as modified hereby or by any instruments executed concurrently herewith. Nothing expressed or implied in this Trademark Security Agreement shall be construed as a release or other discharge of any Grantor from any of its obligations or liabilities under the Original Trademark Security Agreement, except as expressly modified hereby or by any instruments executed concurrently herewith. Each Grantor confirms and agrees that, on and after the date hereof, all references to the Original Trademark Security Agreement, including without limitation by use of "thereto", "thereof", "thereunder", "thereby" or other words of like import to refer to the Original Trademark Security Agreement in any Loan Document shall be a reference to the Original Trademark Security Agreement as amended and restated by this Trademark Security Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AMERICAN FREIGHT OUTLET STORES, LLC, a Delaware limited liability company

By: _____

Name: Will Powell

Title: President

BUDDY'S NEWCO, LLC, a Delaware limited liability company

By: _____

Name: Michael Bennett

Title: Chief Executive Officer

AMERICAN FREIGHT, LLC, a Delaware limited liability company

By: _____

Name: Brian Kahn

Title: President and Chief Executive Officer

[Signature Page to A&R ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AMERICAN FREIGHT OUTLET STORES, LLC, a Delaware limited liability company

By: _____
Name: Will Powell
Title: President

BUDDY'S NEWCO, LLC, a Delaware limited liability company

By: 
Name: Michael Bennett
Title: Chief Executive Officer

AMERICAN FREIGHT, LLC, a Delaware limited liability company

By: _____
Name: Brian Kahn
Title: President and Chief Executive Officer

[Signature Page to A&R ABL Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AMERICAN FREIGHT OUTLET STORES, LLC, a Delaware limited liability company

By: _____

Name: Will Powell

Title: President

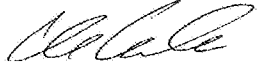
BUDDY'S NEWCO, LLC, a Delaware limited liability company

By: _____

Name: Michael Bennett

Title: Chief Executive Officer

AMERICAN FREIGHT, LLC, a Delaware limited liability company

By:  _____

Name: Brian Kahn

Title: President and Chief Executive Officer

LTS SOFTWARE LLC, a Virginia limited liability
company



By: _____


Name: Daniel Brashier

Title: Treasurer

[Signature Page to ABL Trademark Security Agreement]

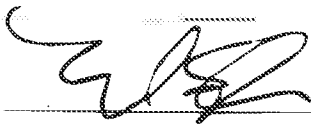
TRADEMARK
REEL: 006929 FRAME: 0526

SIEMPRETAX+ LLC, a Virginia limited liability company

By: 

Name: Michael Piper
Title: Chief Financial Officer


JTH TAX LLC, a Delaware limited liability company

By: 

Name: Michael Piper
Title: Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement]

**FRANCHISE GROUP INTERMEDIATE L 2,
LLC, a Delaware limited liability company**

By: 
Name: Michael Piper
Title: Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement]

**TRADEMARK
REEL: 006929 FRAME: 0528**

AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**

GACP FINANCO CO., LLC

A handwritten signature in black ink, appearing to read 'R. Louzan', is positioned above the typed name and title.

By: _____



Name: Robert Louzan


Title: President





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS


Grantor	Trademark	Registration Number	Registration Date
AMERICAN FREIGHT, LLC	NORDICREST	3875531	November 16, 2010
AMERICAN FREIGHT, LLC	STEWART & HAMILTON	2973591	July 19, 2005
AMERICAN FREIGHT, LLC	AMERICAN FREIGHT	3362041	January 1, 2008
BUDDY'S NEWCO, LLC	BUDDY'S HOME FURNISHINGS	1958674	February 27, 1996
BUDDY'S NEWCO, LLC	GOOD TO GO	5251957	July 25, 2017
BUDDY'S NEWCO, LLC	FLEXI	3816013	July 13, 2010
BUDDY'S NEWCO, LLC	BUDDY'S HOME FURNISHINGS	5971883	January 28, 2020
AMERICAN FREIGHT OUTLET STORES, LLC	LEASE IT. LOVE IT. OWN IT.	5593110	October 30, 2018
AMERICAN FREIGHT OUTLET STORES, LLC	SLIGHTLY IMPERFECT PERFECT PRICES	6019784	March 24, 2020
JTH TAX LLC	PHOENIX	5829057	August 6, 2019
JTH TAX LLC	THRIVE ON YOUR OWN TERMS	5839086	August 20, 2019
JTH TAX LLC	WINNING CUSTOMERS FOR LIFE	5904483	November 5, 2019

JTH TAX LLC	YOU DO LIFE. WE DO TAXES.	5509978	July 3, 2018
JTH TAX LLC	LIBTAX	5427721	March 20, 2018
JTH TAX LLC	FILE TAXES FOR YOURSELF, NOT BY YOURSELF	5542087	August 14, 2018
JTH TAX LLC	LIBERTY TAX REDEMPTION FUND	5194028	May 2, 2017
JTH TAX LLC	LIBERTY TAX REDEMPTION FUND and Design 	5194029	May 2, 2017
JTH TAX LLC	#BELONG AT LIBERTY	5156770	March 7, 2017
JTH TAX LLC	A LIBERTY ACCOUNTING and Design  LIBERTY ACCOUNTING	4705350	March 17, 2015
JTH TAX LLC	A LIBERTY ACCOUNTING and Design	4705352	March 17, 2015

	 LIBERTY ACCOUNTING		
JTH TAX LLC	LIBERTY ACCOUNTING	4705315	March 17, 2015
JTH TAX LLC	LIBERTY ACCOUNTING	4705316	March 17, 2015
JTH TAX LLC	INTAXICATED	4498867	March 18, 2014
JTH TAX LLC	TAX ANGEL	4146047	May 22, 2012
JTH TAX LLC	TAX ANIMAL	4146048	May 22, 2012
JTH TAX LLC	TAX CHAMP	4146049	May 22, 2012
JTH TAX LLC	TAX HERO	4146050	May 22, 2012
JTH TAX LLC	TAX SCRATCH FEVER	3916914	February 8, 2011
JTH TAX LLC	UNA FAMILIA SIN FRONTERAS	3934130	March 22, 2011
JTH TAX LLC	<i>Design Only</i>	3738741	January 19, 2010

			
JTH TAX LLC	<i>Design Only</i> 	3574394	February 17, 2009
JTH TAX LLC	<i>Design Only</i> 	3167134	November 7, 2006
JTH TAX LLC	AMERICA'S FASTEST REFUNDS	2991965	September 6, 2005
JTH TAX LLC	LIBERTY TAX	2465670	July 3, 2001
JTH TAX LLC	LIBERTY TAX SERVICE and Design 	2479692	August 21, 2001
JTH TAX LLC	LIBERTY INCOME TAX	2459756	June 12, 2001
JTH TAX LLC	LIBERTY TAX SERVICE	2314991	February 1, 2000

JTH TAX LLC	CASH IN A FLASH	3480370	August 5, 2008
LTS SOFTWARE LLC	TAXBRAIN	4186819	August 7, 2012
LTS SOFTWARE LLC	E SMART and Design 	4216379	October 2, 2012
LTS SOFTWARE LLC	ESMART TAX	4204477	September 11, 2012
LTS SOFTWARE LLC	COMPLETETAX	2802038	January 6, 2004
LTS SOFTWARE LLC	ESMART TAX	2526313	January 1, 2002
SIEMPRETAX+ LLC	SIEMPRETAX+	4785508	August 4, 2015
SIEMPRETAX+ LLC	SIEMPRETAX+ and Design 	4753411	June 9, 2015
SIEMPRETAX+ LLC	SIEMPRETAX SOLUCIONES EN TU IDIOMA and Design 	4733330	May 5, 2015

SIEMPRETAX+ LLC	SIEMPRETAX	4733252	May 5, 2015
SIEMPRETAX+ LLC	SIEMPRE CONTIGO	4740840	May 19, 2015
SIEMPRETAX+ LLC	DOÑA LIBERTAD	4064252	November 29, 2011
SIEMPRETAX+ LLC	WELCOME! !BIENVENIDOS! and Design 	3934165	March 22, 2011

U.S. TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number	Application Date
BUDDY'S NEWCO, LLC	FLEXI COMPRAS	88500327	July 3, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	HOME & APPLIANCE OUTLET ¹	88277307	January 25, 2019

¹ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

AMERICAN FREIGHT OUTLET STORES, LLC	HOME & APPLIANCE OUTLET ²	88277314	January 25, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	THE DISCOUNT FACTORY ³	88691089	November 13, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	LEASE IT. LOVE IT. OWN IT. ⁴	87885247	April 19, 2018
AMERICAN FREIGHT OUTLET STORES, LLC	OutletWorks! ⁵	88650162	October 10, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	WarehouseWorks! ⁶	88650157	October 10, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	ValueWorks! ⁷	88650148	October 10, 2019

² This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

³ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

⁴ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

⁵ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

⁶ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

⁷ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

AMERICAN FREIGHT OUTLET STORES, LLC	Factory Discount ⁸ Outlet	88664489	October 22, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	Discount Factory Outlet ⁹	88664488	October 22, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	Discount Factory Warehouse ¹⁰	88664486	October 22, 2019
JTH TAX LLC	BRING IT. WE'LL HANDLE IT.	88778063	January 29, 2020
JTH TAX LLC	LIBERTY TAX DEBT RESOLUTION ¹¹	88762627	January 16, 2020
JTH TAX LLC	LIBERTY TAX RESOLUTION ¹²	88762639	January 16, 2020
JTH TAX LLC	LIBERTY CREDIT REPAIR, LLC ¹³	88694595	November 15, 2019

⁸ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.





⁹ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

¹⁰ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

¹¹ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

¹² This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

¹³ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

JTH TAX LLC	LIBERTY TAX CREDIT REPAIR, LLC ¹⁴	88694597	November 15, 2019
JTH TAX LLC	LIBERTYTAX ¹⁵ 	88647088	October 8, 2019
JTH TAX LLC	LIBERTY TAX ¹⁶ 	88647091	October 8, 2019
JTH TAX LLC	LIBERTY TAX&LOANS ¹⁷ 	88647096	October 8, 2019
JTH TAX LLC	LIBERTY TAX&LOANS ¹⁸ 	88647100	October 8, 2019

¹⁴ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

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¹⁶ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

¹⁷ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

¹⁸ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

JTH TAX LLC	LIBERTY TAX LOAN ¹⁹	88486969	June 24, 2019
JTH TAX INC.	LIBERTY LOAN ²⁰	88486976	June 24, 2019

¹⁹ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

²⁰ This trademark application is for an intent-to-use trademark and shall not be part of the Collateral; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.