

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graebel Companies, Inc.		07/22/2020	Corporation: DELAWARE
Graebel Movers International, Inc.		07/22/2020	Corporation: WISCONSIN
Graebel Relocation Services Worldwide, Inc.		07/22/2020	Corporation: COLORADO
Graebel Van Lines, Inc.		07/22/2020	Corporation: WISCONSIN
Move Management, Inc.		07/22/2020	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK, N.A., as Agent
Street Address:	111 West Monroe Street
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2267651	RITS
Registration Number:	3725300	RITS.NET
Registration Number:	2468174	WORLDWATCH
Registration Number:	3966973	GRAEBELONE
Registration Number:	2848765	GRAEBEL RELOCATION SERVICES WORLDWIDE
Registration Number:	3962918	GRAEBEL EXPRESS RELOCATION SERVICES
Registration Number:	1286469	WELCOME HOME
Registration Number:	1461358	GRAEBEL
Registration Number:	5015743	GRAEBEL
Registration Number:	5015742	GRAEBEL
Registration Number:	5029765	GRAEBEL COMMERCIAL SERVICES
Registration Number:	5156833	GRAEBEL PLANNING SERVICES
Registration Number:	5029764	GRAEBEL MOVERS INTERNATIONAL

CH \$690.00 2267651

Property Type	Number	Word Mark
Registration Number:	1835711	GRAEBEL VAN LINES
Registration Number:	1922500	COMMITMENTS MADE. COMMITMENTS KEPT.
Registration Number:	3109125	CROSSBRAND SOLUTION
Registration Number:	5957918	GRAEBEL CITYSWITCHER
Registration Number:	5729496	GRAEBEL MOBILITY PATHBUILDER
Registration Number:	5662544	GRAEBEL GLOBALCONNECT
Registration Number:	5398142	CITYSWITCHER BY GRAEBEL
Registration Number:	5243109	HERE'S TO THE WORLD AHEAD
Registration Number:	5173205	MOBILITY QUOTIENT INSIGHT
Registration Number:	5065864	GRAEBEL EXECUTIVE CONCIERGE
Registration Number:	5001809	GRAEBEL VAN LINES
Registration Number:	4956434	RIGHT FOR TODAY. READY FOR TOMORROW.
Registration Number:	5307671	INSIDEMOBILITY
Serial Number:	88687250	GRAEBEL ANALYTICS

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40870.00.0026-Schoendorff

NAME OF SUBMITTER: Sylvia Kowalski

SIGNATURE: /Sylvia Kowalski/

DATE SIGNED: 07/31/2020

Total Attachments: 5

source=7. First Amendment to Trademark Security Agreement.pd#page1.tif

source=7. First Amendment to Trademark Security Agreement.pd#page2.tif

source=7. First Amendment to Trademark Security Agreement.pd#page3.tif

source=7. First Amendment to Trademark Security Agreement.pd#page4.tif

source=7. First Amendment to Trademark Security Agreement.pd#page5.tif

**FIRST AMENDMENT TO
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is entered into as of July 22, 2020 by the Grantors listed in the signature pages hereof (collectively, jointly and severally, "Grantors") in favor of BMO HARRIS BANK, N.A., in its capacity as agent for itself and the other Lenders (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantors (collectively, "Borrower"), the lender signatories thereto ("Lenders") and Agent have entered into that certain Limited Waiver and Ninth Amendment to Amended and Restated Loan and Security Agreement of even date herewith, amending that certain Amended and Restated Loan and Security Agreement, dated as of July 30, 2015 (as be amended, restated, supplemented, modified or otherwise changed from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Grantors granted Grantee a continuing security interest in all right, title and interest to Grantors' trademarks by executing a Trademark and License Security Agreement dated as of September 2, 2011, in favor of the Grantees ("Agreement"), which was recorded in the United States Patent and Trademark Office on September 20, 2011 at Reel/Frame 4626/0117; and

WHEREAS, the Grantors intend to update Schedule A of the Agreement to reflect the trademarks each Grantor currently owns.

1. NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety.

3. Amendments of the Agreement. Schedule A to the Agreement is hereby supplemented to include Schedule A attached hereto.

4. Reaffirmation. Except as specifically set forth herein, the Agreement remains in full force and effect, and the Grantors hereby ratify and affirm all terms and conditions in the Agreement.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the

same instrument. A facsimile or “.PDF” copy of a signature page hereto shall be deemed an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to First Amendment to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the Grantors have caused this Amendment to be duly executed as of the date first above written.

GRANTORS:

GRAEBEL COMPANIES, INC.

By: William H. Graebel
Name: William H. Graebel
Title: CEO

GRAEBEL MOVERS INTERNATIONAL, INC.

By: William H. Graebel
Name: William H. Graebel
Title: CEO

GRAEBEL RELOCATION SERVICES WORLDWIDE, INC.

By: William H. Graebel
Name: William H. Graebel
Title: CEO

GRAEBEL VAN LINES, INC.

By: William H. Graebel
Name: William H. Graebel
Title: CEO

MOVE MANAGEMENT, INC.

By: William H. Graebel
Name: William H. Graebel
Title: CEO

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. or App. No.</u>	<u>Registration Date</u>
RITS	Graebel Companies, Inc. ("GCI")	US	Registered	2267651	08/03/1999
RITS.NET	GCI	US	Registered	3725300	12/15/2009
WORLDWATCH	GCI	US	Registered	2468174	07/10/2001
GRAEBELONE	GCI	US	Registered	3966973	05/24/2011
GRAEBEL RELOCATION SERVICES WORLDWIDE	GCI	US	Registered	2848765	06/01/2004
GRAEBEL EXPRESS RELOCATION SERVICES	GCI	US	Registered	3962918	05/17/2011
WELCOME HOME	GCI	US	Registered	1286469	07/17/1984
GRAEBEL	GCI	US	Registered	1461358	10/13/1987
GRAEBEL	GCI	US	Registered	5015743	08/09/2016
GRAEBEL	GCI	US	Registered	5015742	08/09/2016
GRAEBEL COMMERCIAL SERVICES	GCI	US	Registered	5029765	08/30/2016
GRAEBEL PLANNING SERVICES	GCI	US	Registered	5156833	03/07/2017
GRAEBEL MOVERS INTERNATIONAL	GCI	US	Registered	5029764	08/30/2016
GRAEBEL VAN LINES (AND DESIGN)	GCI	US	Registered	1835711	05/10/1994
COMMITMENTS MADE. COMMITMENTS KEPT.	GCI	US	Registered	1922500	09/26/1995
CROSSBRAND SOLUTION	GCI	US	Registered	3109125	06/27/2006
GRAEBEL CITYSWITCHER	GCI	US	Registered	5957918	01/07/2020
GRAEBEL MOBILITY PATHBUILDER	GCI	US	Registered	5729496	04/16/2019
GRAEBEL GLOBALCONNECT	GCI	US	Registered	5662544	01/22/2019

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. or App. No.</u>	<u>Registration Date</u>
CITYSWITCHER BY GRAEBEL	GCI	US	Registered	5398142	02/06/2018
HERE'S TO THE WORLD AHEAD	GCI	US	Registered	5243109	10/10/2017
MOBILITY QUOTIENT INSIGHT	GCI	US	Registered	5173205	03/28/2017
GRAEBEL EXECUTIVE CONCIERGE	GCI	US	Registered	5065864	10/18/2016
GRAEBEL VAN LINES	GCI	US	Registered	5001809	07/19/2016
RIGHT FOR TODAY. READY FOR TOMORROW.	GCI	US	Registered	4956434	05/10/2016
INSIDEMOBILITY	GCI	US	Registered	5307671	10/10/2017
GRAEBEL ANALYTICS (AND DESIGN)	GCI	US	Pending	88687250	