

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GACP FINANCE CO., LLC		09/23/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	AMERICAN FREIGHT, LLC, f/k/a American Freight, Inc.		
Street Address:	680 Sunbury Road		
City:	Delaware		
State/Country:	OHIO		
Postal Code:	43015		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BUDDY'S NEWCO, LLC		
Street Address:	4705 S. Apopka Vineland Road		
Internal Address:	Suite 206		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32819		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	AMERICAN FREIGHT OUTLET STORES, LLC, f/k/a Sears Outlet Stores, L.L.C.		
Street Address:	5500 Trillium Blvd		
Internal Address:	Suite 501		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	FRANCHISE GROUP INTERMEDIATE L 2, LLC		
Street Address:	1716 Corporate Landing Parkway		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	JTH TAX LLC		

CH \$1815.00 3875531

Street Address:	1716 Corporate Landing Parkway
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23454
Entity Type:	Limited Liability Company: DELAWARE
Name:	LTS SOFTWARE LLC
Street Address:	1716 Corporate Landing Parkway
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23454
Entity Type:	Limited Liability Company: VIRGINIA
Name:	SIEMPRETAX+ LLC
Street Address:	1716 Corporate Landing Parkway
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23454
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 72

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:	5593110	LEASE IT. LOVE IT. OWN IT.
Serial Number:	88496231	BUDDY'S HOME FURNISHINGS
Serial Number:	88500327	FLEXI COMPRAS
Serial Number:	88277307	HOME & APPLIANCE OUTLET
Serial Number:	88691089	THE DISCOUNT FACTORY
Serial Number:	88277314	HOME & APPLIANCE OUTLET
Serial Number:	87885247	LEASE IT. LOVE IT. OWN IT.
Serial Number:	88117413	SLIGHTLY IMPERFECT PERFECT PRICES
Serial Number:	88650162	OUTLETWORKS!
Serial Number:	88650157	WAREHOUSEWORKS!
Serial Number:	88650148	VALUEWORKS!
Serial Number:	88664489	FACTORY DISCOUNT OUTLET
Serial Number:	88664488	DISCOUNT FACTORY OUTLET
Serial Number:	88664486	DISCOUNT FACTORY WAREHOUSE

Property Type	Number	Word Mark
Registration Number:	3816013	FLEXI
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! ¡BIENVENIDOS!
Serial Number:	88778063	BRING IT. WE'LL HANDLE IT.
Serial Number:	88762627	LIBERTY TAX DEBT RESOLUTION
Serial Number:	88762639	LIBERTY TAX RESOLUTION
Serial Number:	88694595	LIBERTY CREDIT REPAIR, LLC
Serial Number:	88694597	LIBERTY TAX CREDIT REPAIR, LLC
Serial Number:	88647088	LIBERTYTAX
Serial Number:	88647091	LIBERTY TAX
Serial Number:	88647096	LIBERTY TAX&LOANS
Serial Number:	88647100	LIBERTY TAX&LOANS
Serial Number:	88486969	LIBERTY TAX LOAN
Serial Number:	88486976	LIBERTY LOAN

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Matthew S. Makover
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	126081.12
NAME OF SUBMITTER:	Matthew Makover
SIGNATURE:	/Matthew Makover/
DATE SIGNED:	09/23/2020

Total Attachments: 19

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TERMINATION AND RELEASE OF
ABL TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF ABL TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of September 23, 2020, is made by GACP FINANCE CO., LLC (erroneously identified as GACP FINANCO CO., LLC on the signature page to the ABL Trademark Security Agreement (as defined below)), as administrative agent and collateral agent (in such capacities, the “Agent”) in favor of one or more Grantors listed on Schedule A hereto (collectively, jointly and severally, “Grantors” and each individually “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the ABL Security Agreement (as defined below), the Credit Agreement (as defined in the ABL Security Agreement) or the ABL Trademark Security Agreement, as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of February 14, 2020, as amended and restated by that certain Amended and Restated ABL Security Agreement, dated as of May 1, 2020 (as may be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “ABL Security Agreement”), the Grantors executed a Trademark Security Agreement, dated as of February 14, 2020 (“Original Trademark Security Agreement”), in favor of the Agent, which was recorded in the United States Patent and Trademark Office on February 14, 2020 at Reel 6864, Frame 0857, pursuant to which each Grantor granted a Security Interest to the Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule B hereto and made a part hereof, as amended and restated by that certain Amended and Restated ABL Trademark Security Agreement, dated as of May 1, 2020 (together with the Original Trademark Security Agreement, and in amendment and restatement thereof, the “ABL Trademark Security Agreement”) in favor of the Agent, which was recorded in the United States Patent and Trademark Office on May 4, 2020 at Reel 6929, Frame 0516, pursuant to which each Grantor granted a Security Interest to the Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule B hereto and made a part hereof.

WHEREAS, the Grantors have satisfied in full their obligations under the Credit Agreement, the ABL Security Agreement and the ABL Trademark Security Agreement and request a release of the Security Interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the ABL Trademark Security Agreement and terminate and release its Security Interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule B hereto, and to reassign any and all rights, title, and interest in the same to each Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent, for itself and for the benefit and on behalf of the Secured Parties, hereby irrevocably terminates the ABL Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and Security Interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule B.

2. The Agent, for itself and for the benefit and on behalf of the Secured Parties, hereby assigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule B.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's Security Interest contemplated hereby.

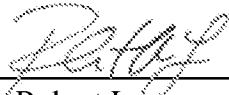
4. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release 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 and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GACP FINANCE CO., LLC¹, as Agent

By: 
Name: Robert Louzan
Its: Authorized Person

¹ Erroneously identified as GACP FINANCO CO., LLC on the signature page to the ABL Trademark Security Agreement.

SCHEDULE A
TO
TERMINATION AND RELEASE OF
ABL TRADEMARK SECURITY AGREEMENT

Grantors:

AMERICAN FREIGHT, LLC, f/k/a American Freight, Inc.
BUDDY'S NEWCO, LLC
AMERICAN FREIGHT OUTLET STORES, LLC, f/k/a Sears Outlet Stores, L.L.C.
FRANCHISE GROUP INTERMEDIATE L 2, LLC
JTH TAX LLC
LTS SOFTWARE LLC
SIEMPRETAX+ LLC

SCHEDULE B
TO
TERMINATION AND RELEASE OF
ABL TRADEMARK SECURITY AGREEMENT

[See attached.]

U.S. Trademark Registrations/Applications

TRADEMARKS

Trademark	Registration Number	Registration Date	Owner Name
NORDICREST	3875531	November 16, 2010	AMERICAN FREIGHT, INC.
STEWART & HAMILTON	2973591	July 19, 2005	AMERICAN FREIGHT, INC.
AMERICAN FREIGHT	3362041	January 1, 2008	AMERICAN FREIGHT, INC.
BUDDY'S HOME FURNISHINGS	1958674	February 27, 1996	BUDDY'S NEWCO, LLC
GOOD TO GO	5251957	July 25, 2017	BUDDY'S NEWCO, LLC
LEASE IT. LOVE IT. OWN IT.	5593110	October 30, 2018	SEARS OUTLET STORES, L.L.C.

Trademark	Application Number	Application Date	Owner Name
BUDDY'S HOME FURNISHINGS	88496231	July 1, 2019	BUDDY'S NEWCO, LLC
FLEXI COMPRAS	88500327	July 3, 2019	BUDDY'S NEWCO, LLC
HOME & APPLIANCE OUTLET ²	88277307	January 25, 2019	SEARS OUTLET STORES, L.L.C.

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.

THE DISCOUNT FACTORY ³	88691089	November 13, 2019	SEARS OUTLET STORES, L.L.C.
HOME & APPLIANCE OUTLET ⁴	88277314	January 25, 2019	SEARS OUTLET STORES, L.L.C.
LEASE IT. LOVE IT. OWN IT. ⁵	87885247	April 19, 2018	SEARS OUTLET STORES, L.L.C.
SLIGHTLY IMPERFECT PERFECT PRICES	88117413	September 14, 2018	SEARS OUTLET STORES, L.L.C.
OutletWorks! ⁶	88650162	October 10, 2019	SEARS OUTLET STORES, L.L.C.
WarehouseWorks! ⁷	88650157	October 10, 2019	SEARS OUTLET STORES, L.L.C.
ValueWorks! ⁸	88650148	October 10, 2019	SEARS OUTLET STORES, L.L.C.

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.

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Factory Discount Outlet ⁹	88664489	October 22, 2019	SEARS OUTLET STORES, L.L.C.
Discount Factory Outlet ¹⁰	88664488	October 22, 2019	SEARS OUTLET STORES, L.L.C.
Discount Factory Warehouse ¹¹	88664486	October 22, 2019	SEARS OUTLET STORES, L.L.C.

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U.S. Trademark Registrations/Applications

TRADEMARKS



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 	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 ¹²	88277307	January 25, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	HOME & APPLIANCE OUTLET ¹³	88277314	January 25, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	THE DISCOUNT FACTORY ¹⁴	88691089	November 13, 2019
AMERICAN FREIGHT	LEASE IT. LOVE IT. OWN IT. ¹⁵	87885247	April 19, 2018

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.

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OUTLET STORES, LLC			
AMERICAN FREIGHT OUTLET STORES, LLC	OutletWorks! ¹⁶	88650162	October 10, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	WarehouseWorks! ¹⁷	88650157	October 10, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	ValueWorks! ¹⁸	88650148	October 10, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	Factory Discount Outlet! ¹⁹	88664489	October 22, 2019

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AMERICAN FREIGHT OUTLET STORES, LLC	Discount Factory Outlet ²⁰	88664488	October 22, 2019
AMERICAN FREIGHT OUTLET STORES, LLC	Discount Factory Warehouse ²¹	88664486	October 22, 2019
JTH TAX LLC	BRING IT. WE'LL HANDLE IT.	88778063	January 29, 2020
JTH TAX LLC	LIBERTY TAX DEBT RESOLUTION ²²	88762627	January 16, 2020
JTH TAX LLC	LIBERTY TAX RESOLUTION ²³	88762639	January 16, 2020
JTH TAX LLC	LIBERTY CREDIT REPAIR, LLC ²⁴	88694595	November 15, 2019



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.

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JTH TAX LLC	LIBERTY TAX CREDIT REPAIR, LLC ²⁵	88694597	November 15, 2019
JTH TAX LLC	LIBERTYTAX ²⁶ 	88647088	October 8, 2019
JTH TAX LLC	LIBERTY TAX ²⁷ 	88647091	October 8, 2019
JTH TAX LLC	LIBERTY TAX&LOANS ²⁸ 	88647096	October 8, 2019

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JTH TAX LLC	LIBERTY TAX&LOANS ²⁹ 	88647100	October 8, 2019
JTH TAX LLC	LIBERTY TAX LOAN ³⁰	88486969	June 24, 2019
JTH TAX INC.	LIBERTY LOAN	88486976	June 24, 2019

²⁹ 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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