

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637112

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Appliance LLC		03/25/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Mr. Appliance SPV LLC
Street Address:	1010 N. University Parks Drive
City:	Waco
State/Country:	TEXAS
Postal Code:	76707
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2156331	MR APPLIANCE EXPERT APPLIANCE REPAIR
Registration Number:	2176306	MR. APPLIANCE
Registration Number:	3508434	MR. APPLIANCE EXPERT APPLIANCE REPAIR
Registration Number:	3243397	
Registration Number:	5617154	
Registration Number:	3634525	SERVICE ON YOUR SCHEDULE
Registration Number:	3634627	SOS
Registration Number:	4331356	SOS SERVICE ON YOUR SCHEDULE
Registration Number:	5810190	SPEEDY EXPERT SERVICE
Registration Number:	3236386	TOOLBOX
Registration Number:	2303149	

CORRESPONDENCE DATA

Fax Number: 3366077500

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: 336-607-7513

Email: mjarrell@kilpatricktownsend.com

Correspondent Name: Michelle Jarrell, Paralegal

Address Line 1: Kilpatrick Townsend & Stockton LLP

Address Line 2: 1001 West Fourth Street

TRADEMARK

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER: 1232560

NAME OF SUBMITTER: Tiffani D. Otey

SIGNATURE: /Tiffani D. Otey/

DATE SIGNED: 04/06/2021

Total Attachments: 6

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 25, 2021, by Mr. Appliance LLC, a Texas limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707, in favor of Mr. Appliance SPV LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and


interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

MR. APPLIANCE LLC

By: 
Name: Jon Shell
Title: Treasurer


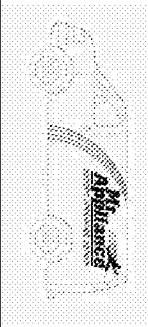
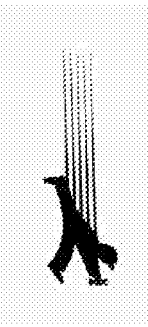

MR. APPLIANCE SPV LLC

By: 
Name: Jon Shell
Title: Treasurer


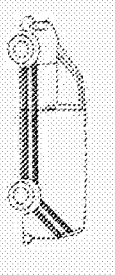
Schedule 1

Trademarks

[Attached]

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	MR APPLIANCE EXPERT APPLIANCE REPAIR (and design)	Registered	75204002 Nov 21, 1996	2156331 May 12, 1998	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline May 12, 2028
United States of America							
United States of America	MR. APPLIANCE	Registered	75233912 Jan 30, 1997	2176306 Jul 28, 1998	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline Jul 28, 2028
United States of America	MR. APPLIANCE EXPERT APPLIANCE REPAIR (and new van wrap design)	Registered	77410564 Mar 1, 2008	3508434 Sep 30, 2008	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline Sep 30, 2028
United States of America							
United States of America	MR. SWIFTY Design	Registered	76663465 Jul 21, 2006	3243397 May 22, 2007	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline May 22, 2027
United States of America							
United States of America	RUNNING MAN DESIGN	Registered	87881365 Apr 17, 2018	5617154 Nov 27, 2018	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8 and/or 15 Filing Deadline Nov 27, 2024 Sec 8/9 Renewal Deadline Nov 27, 2028
United States of America							

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	SERVICE ON YOUR SCHEDULE	Registered	77595119 Oct 17, 2008	3634525 Jun 9, 2009	Mr. Appliance LLC	35 Arranging for others the repair and refurbishment of commercial and residential appliances.	Sec 8/9 Renewal Deadline Jun 9, 2029
United States of America	SOS	Registered	77601613 Oct 27, 2008	3634627 Jun 9, 2009	Mr. Appliance LLC	35 Arranging for others the repair and refurbishment of commercial and residential appliances.	Sec 8/9 Renewal Deadline Jun 9, 2029
United States of America	SOS SERVICE ON YOUR SCHEDULE (and design)	Registered	85711452 Aug 23, 2012	4331356 May 7, 2013	Mr. Appliance LLC	35 Arranging for others the repair and refurbishment of commercial and residential appliances.	Sec 8/9 Renewal Deadline May 7, 2023
United States of America							
United States of America	SPEEDY EXPERT SERVICE	Registered	87881280 Apr 17, 2018	5810190 Jul 23, 2019	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8 and/or 15 Filing Deadline Jul 23, 2025 Sec 8/9 Renewal Deadline Jul 23, 2029
United States of America	TOOLBOX	Registered	78769968 Dec 9, 2005	3236386 May 1, 2007	Mr. Appliance LLC	16 Printed publications, namely, newsletters for franchisees and their associates in the field of installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline May 1, 2027
United States of America	VAN STRIPE DESIGN 	Registered	75206228 Dec 2, 1996	2303149 Dec 28, 1999	Mr. Appliance LLC	37 Installation, repair and refurbishment of all types of appliances.	Sec 8/9 Renewal Deadline Dec 28, 2029

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