

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShelfGenie Franchise Systems, LLC		03/25/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	ShelfGenie 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: 6			
Property Type	Number	Word Mark	
Registration Number:	4823802	EVERYTHING WITHIN REACH	
Registration Number:	4312757	SHELFGENIE DESIGNED TO TRANSFORM	
Registration Number:	4312756	SHELFGENIE DESIGNED TO TRANSFORM	
Registration Number:	4537493	SHELFGENIE	
Registration Number:	4787239	SHELFGENIE EVERYTHING WITHIN REACH	
Registration Number:	3546185	SHELFGENIE	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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>			
Phone:	4048156500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Barbara Yates, Paralegal		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1232560		
NAME OF SUBMITTER:	Barbara Yates		
SIGNATURE:	/Barbara Yates/		

OP \$165.00 4823802

DATE SIGNED:	04/07/2021
---------------------	------------

Total Attachments: 6

source=Notice of Grant of Back-Up Security Interest in Trademarks (ShelfGenie)#page1.tif

source=Notice of Grant of Back-Up Security Interest in Trademarks (ShelfGenie)#page2.tif

source=Notice of Grant of Back-Up Security Interest in Trademarks (ShelfGenie)#page3.tif

source=Notice of Grant of Back-Up Security Interest in Trademarks (ShelfGenie)#page4.tif

source=Notice of Grant of Back-Up Security Interest in Trademarks (ShelfGenie)#page5.tif

source=Notice of Grant of Back-Up Security Interest in Trademarks (ShelfGenie)#page6.tif

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 ShelfGenie Franchise Systems, LLC, a Georgia limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor of ShelfGenie 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.

SHELFGENIE FRANCHISE SYSTEMS, LLC

By: 
Name: Jon Shell
Title: Treasurer

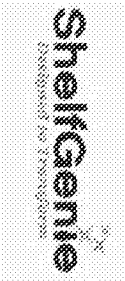
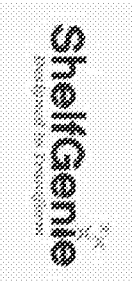
SHELFGENIE SPV LLC

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	EVERYTHING WITHIN REACH	Registered	86434014 Oct 24, 2014	48233802 Sep 29, 2015	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8 and/or 15 Filing Deadline Sep 29, 2021 Sec 8/9 Renewal Deadline Sep 29, 2025
United States of America	SHELF GENIE DESIGNED TO TRANSFORM & Design	Registered	85697478 Aug 7, 2012	4312757 Apr 2, 2013	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8/9 Renewal Deadline Apr 2, 2023
United States of America							
United States of America	SHELF GENIE DESIGNED TO TRANSFORM & Design	Registered	85697476 Aug 7, 2012	4312756 Apr 2, 2013	Shelfgenie Franchise Systems, LLC	42 Consultation in the field of design of custom shelving; custom design of shelving, closets, storage; and organization units.	Sec 8/9 Renewal Deadline Apr 2, 2023
United States of America							
United States of America	SHELF GENIE	Registered	86093086 Oct 16, 2013	4537493 May 27, 2014	Shelfgenie Franchise Systems, LLC	20 Cabinets and shelving.	Sec 8/9 Renewal Deadline May 27, 2024
United States of America	SHELF GENIE EVERYTHING WITHIN REACH	Registered	86334407 Jul 11, 2014	4787239 Aug 4, 2015	Shelfgenie Franchise Systems, LLC	37 Installation and maintenance of shelving, brackets, drawers, cupboards, baskets, clothes rods and other storage and organization systems.	Sec 8 and/or 15 Filing Deadline Aug 4, 2021 Sec 8/9 Renewal Deadline Aug 4, 2025
United States of America						42 Consultation in the field of design of custom shelving; custom design of shelving, closets, storage; and organization units.	

TRADEMARK

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	SHELFGENIE	Registered	77383393 Feb 5, 2008	3546185 Dec 16, 2008	Shelfgenie Franchise Systems, LLC	37 Installation of custom shelving for others 42 Custom design of shelving; consultation in the field of design of custom shelving.	Sec 8/9 Renewal Deadline Dec. 18, 2028

TRADEMARK

REEL: 007251 FRAME: 0595

RECORDED: 04/09/2021