

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks		
SEQUENCE:	11		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AB Assetco LLC		05/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Benjamin Franklin Franchising SPE LLC		
Street Address:	7120 Samuel Morse Drive, Suite 300		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3771332	877-BEN-1776	
Registration Number:	5785500	BENJAMIN FRANKLIN PLUMBING	
Registration Number:	2725333	BENJAMIN FRANKLIN PLUMBING	
Registration Number:	3216736	BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER	
Registration Number:	2935880	BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER	
Registration Number:	2762541	BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER	
Registration Number:	3787431	BIG BLUE TRUCK	
Registration Number:	2924863	BIOBEN	
Registration Number:	3026230		
Registration Number:	3482611		
Registration Number:	3748644		
Registration Number:	3114711	IF THERE'S ANY DELAY, IT'S YOU WE PAY	
Registration Number:	4300192	THE BEN FRANKLIN SOCIETY	
Registration Number:	3359027	THE PUNCTUAL PLUMBER	
CORRESPONDENCE DATA			
Fax Number:	6462192353		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 373 2488
Email: mamcdonough@paulweiss.com, mmcguire@paulweiss.com
Correspondent Name: Marissa A. McDonough
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	023238-001
NAME OF SUBMITTER:	Marissa A. McDonough
SIGNATURE:	/Marissa A. McDonough/
DATE SIGNED:	06/02/2021

Total Attachments: 5

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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 May 14, 2021 by AB Assetco LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Grantor”), in favor of Benjamin Franklin Franchising SPE LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the “Agreement”), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Conveyed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to 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 “PTO”) 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 contribution of the Trademarks pursuant to the Agreement does not constitute a valid and absolute Transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

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, Grantor hereby grants 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 to secure such loan in the aggregate value of the Contribution Assets, *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the PTO 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), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

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.

THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

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.

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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.



AB ASSETCO LLC





By: Brian Balconi
Name: Brian Balconi
Title: Chief Legal Officer and Secretary

[Notice of Benjamin Franklin Allocating Grant of Back-Up Security Interest in Trademarks]

TRADEMARK
REEL: 007314 FRAME: 0236

**Schedule 1
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
877-BEN-1776	77814055 27-AUG-2009	3771332 06-APR-2010
BENJAMIN FRANKLIN PLUMBING	88058699 31-JUL-2018	5785500 25-JUN-2019
BENJAMIN FRANKLIN PLUMBING	76254469 09-MAY-2001	2725333 10-JUN-2003
BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER	76624793 17-DEC-2004	3216736 13-MAR-2007
BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER 	76573754 03-FEB-2004	2935880 29-MAR-2005
BENJAMIN FRANKLIN THE PUNCTUAL PLUMBER 	76343305 21-NOV-2001	2762541 09-SEP-2003
BIG BLUE TRUCK	77843324 07-OCT-2009	3787431 11-MAY-2010

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
BIOBEN	76573753 03-FEB-2004	2924863 08-FEB-2005
Design Only 	76624792 17-DEC-2004	3026230 13-DEC-2005
Design Only 	77111785 20-FEB-2007	3482611 05-AUG-2008
Design Only 	77686269 09-MAR-2009	3748644 16-FEB-2010
IF THERE'S ANY DELAY, IT'S YOU WE PAY	76607388 17-AUG-2004	3114711 11-JUL-2006
THE BEN FRANKLIN SOCIETY 	85522852 23-JAN-2012	4300192 12-MAR-2013
THE PUNCTUAL PLUMBER	77152135 09-APR-2007	3359027 25-DEC-2007