

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks
SEQUENCE:	13

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AB Assetco LLC		05/14/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BuyMax 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: 27

Property Type	Number	Word Mark
Registration Number:	4118675	877-4BUYMAX
Registration Number:	2762676	BUY MAX CONTRACTORS WAREHOUSE
Registration Number:	2647104	BUYMAX
Registration Number:	3544214	BUYMAX ALLIANCE
Registration Number:	4033216	BUYMAX ALLIANCE
Registration Number:	2133095	PURESEPT
Registration Number:	2921235	BIOSMART
Registration Number:	4960582	COMFORT SENTRY
Registration Number:	4716842	COMFORT SENTRY
Registration Number:	4393540	COMFORT SENTRY
Registration Number:	2246779	FANTASTIC FILTER
Registration Number:	4120708	FANTASTIC FILTER
Registration Number:	3087768	FANTASTICFILTER
Registration Number:	5073402	H2O HARMONY ELITE
Registration Number:	5439032	H2O HARMONY HOME CONNECT
Registration Number:	2468195	MICROGUARDIAN AIR SCRUBBER
Registration Number:	2433981	MICROPOWER GUARD
Registration Number:	5053173	NATURE'S HOME

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2419791	OXYQUANTUM
Registration Number:	4735609	OXYQUANTUM REMOTE COMPLETE
Registration Number:	2579129	QUANTUM 254
Registration Number:	5444063	QUANTUM COIL SCRUBBER PRO
Registration Number:	4750266	QUANTUM DUAL REMOTE
Registration Number:	5381330	QUANTUM GERMICIDAL LR
Registration Number:	4750267	QUANTUM REMOTE 180
Registration Number:	5064563	SAFETY SENTRY
Registration Number:	2876595	XENON

CORRESPONDENCE DATA

Fax Number: 6462192353

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: 212 373 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: 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 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 BuyMax 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.

[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.

AB ASSETCO LLC

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


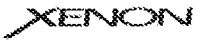
[Notice of BuyMax Allocating Grant of Back-Up Security Interest in Trademarks]

TRADEMARK
REEL: 007314 FRAME: 0258

**Schedule 1
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
877-4BUYMAX	85402196 19-AUG-2011	4118675 27-MAR-2012
BUY MAX CONTRACTORS WAREHOUSE 	76392856 08-APR-2002	2762676 09-SEP-2003
BUYMAX	76282219 09-JUL-2001	2647104 05-NOV-2002
BUYMAX ALLIANCE	77117699 27-FEB-2007	3544214 09-DEC-2008
BUYMAX ALLIANCE 	77968037 25-MAR-2010	4033216 04-OCT-2011
PURESEPT	75017036 09-NOV-1995	2133095 27-JAN-1998
BIOSMART 	76492231 19-FEB-2003	2921235 25-JAN-2005
COMFORT SENTRY 	85959250 13-JUN-2013	4960582 17-MAY-2016

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
COMFORT SENTRY 	85757714 18-OCT-2012	4716842 07-APR-2015
COMFORT SENTRY	85628299 17-MAY-2012	4393540 27-AUG-2013
FANTASTIC FILTER	75291958 14-MAY-1997	2246779 18-MAY-1999
FANTASTIC FILTER	85270650 18-MAR-2011	4120708 03-APR-2012
FANTASTICFILTER	78640789 31-MAY-2005	3087768 02-MAY-2006
H2O HARMONY ELITE	87048088 24-MAY-2016	5073402 01-NOV-2016
H2O HARMONY HOME CONNECT	87156381 31-AUG-2016	5439032 03-APR-2018
MICROGUARDIAN AIR SCRUBBER	75579015 28-OCT-1998	2468195 10-JUL-2001
MICROPOWER GUARD	75579013 29-OCT-1998	2433981 06-MAR-2001
NATURE'S HOME	86852882 17-DEC-2015	5053173 04-OCT-2016

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
OXYQUANTUM	75579009 28-OCT-1998	2419791 09-JAN-2001
OXYQUANTUM REMOTE COMPLETE	85622737 11-MAY-2012	4735609 12-MAY-2015
QUANTUM 254	75579010 28-OCT-1998	2579129 11-JUN-2002
QUANTUM COIL SCRUBBER PRO	87110725 20-JUL-2016	5444063 10-APR-2018
QUANTUM DUAL REMOTE	85622755 11-MAY-2012	4750266 09-JUN-2015
QUANTUM GERMICIDAL LR	86969279 08-APR-2016	5381330 16-JAN-2018
QUANTUM REMOTE 180	85622772 11-MAY-2012	4750267 09-JUN-2015
SAFETY SENTRY 	86031349 07-AUG-2013	5064563 18-OCT-2016
XENON 	76524089 11-JUN-2003	2876595 24-AUG-2004