

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Back-up Security Interest in Trademarks
<b>SEQUENCE:</b>	15

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

<b>Name:</b>	Mister Sparky Franchising SPE LLC
<b>Street Address:</b>	7120 Samuel Morse Drive, Suite 300
<b>City:</b>	Columbia
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21046
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3504784	888-8-SPARKY
Registration Number:	3214389	AMERICA'S ON TIME ELECTRICIANS
Registration Number:	4042749	BIG RED TRUCK
Registration Number:	3518891	
Registration Number:	4003331	HOME OF THE BIG RED TRUCK
Registration Number:	4003332	LOOK FOR THE BIG RED TRUCK
Registration Number:	5792073	MISTER SPARKY
Registration Number:	2334568	MISTER SPARKY
Registration Number:	3534718	SPARKY MISTER SPARKY AMERICA'S ON-TIME E
Registration Number:	3328568	WE'RE ON TIME, YOU'LL SEE, OR THE REPAIR
Registration Number:	4118017	POWERCLUB
Registration Number:	5192149	CABLEVOLT
Registration Number:	4927845	CABLEVOLT
Registration Number:	4368967	CABLEVOLT
Registration Number:	4728252	ELECTRAVAULT
Registration Number:	4088276	SURGE SECURE
Registration Number:	3883596	SURGE SECURE THE KEY TO PROTECTING YOURH
Registration Number:	5256995	VOLTVAULT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4429142	VOLTVAULT
Registration Number:	4407408	VOLTVAULT

**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 Mister Sparky 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.

*[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 Mister Sparky Allocating Grant of Back-Up Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007314 FRAME: 0282**

**Schedule 1  
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
888-8-SPARKY	77399784 18-FEB-2008	3504784 23-SEP-2008
AMERICA'S ON TIME ELECTRICIANS	78906427 12-JUN-2006	3214389 27-FEB-2007
BIG RED TRUCK	77939953 19-FEB-2010	4042749 18-OCT-2011
Design Only 	77111793 20-FEB-2007	3518891 21-OCT-2008
HOME OF THE BIG RED TRUCK	77939962 19-FEB-2010	4003331 26-JUL-2011
LOOK FOR THE BIG RED TRUCK	77939968 19-FEB-2010	4003332 26-JUL-2011
MISTER SPARKY	88058707 31-JUL-2018	5792073 02-JUL-2019
MISTER SPARKY	75512898 30-JUN-1998	2334568 28-MAR-2000

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
SPARKY MISTER SPARKY AMERICA'S ON-TIME  ELECTRICIAN	77131233 14-MAR-2007	3534718 18-NOV-2008
WE'RE ON TIME, YOU'LL SEE, OR THE REPAIR IS FREE!	77098336 02-FEB-2007	3328568 06-NOV-2007
POWERCLUB	85372316 15-JUL-2011	4118017 27-MAR-2012
CABLEVOLT	86814226 09-NOV-2015	5192149 25-APR-2017
CABLEVOLT	85925487 07-MAY-2013	4927845 29-MAR-2016
CABLEVOLT 	85202126 20-DEC-2010	4368967 16-JUL-2013
ELECTRAVAULT 	85969300 25-JUN-2013	4728252 28-APR-2015
SURGE SECURE	77694881 19-MAR-2009	4088276 17-JAN-2012

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
SURGE SECURE THE KEY TO PROTECTING YOUR HOME'S INVESTMENT  	77694909  19-MAR-2009	3883596  30-NOV-2010
VOLTVVAULT	86814195  09-NOV-2015	5256995  01-AUG-2017
VOLTVVAULT	85202031  20-DEC-2010	4429142  05-NOV-2013
VOLTVVAULT 	85202439  21-DEC-2010	4407408  24-SEP-2013