

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks
SEQUENCE:	17

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	One Hour Air Conditioning 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: 27

Property Type	Number	Word Mark
Registration Number:	2807312	ALWAYS ON TIME OR YOU DON'T PAY A DIME
Registration Number:	4042748	BIG YELLOW TRUCK
Registration Number:	3518890	
Registration Number:	5159147	
Registration Number:	5159134	
Registration Number:	5159132	
Registration Number:	3204117	DIAL ONE
Registration Number:	3357727	DIAL ONE HOUR HEATING & AIR CONDITIONING
Registration Number:	3204118	DIAL ONE
Registration Number:	1818286	DIAL ONE
Registration Number:	2770121	FIXED RIGHT THE FIRST TIME OR YOU DON'T
Registration Number:	2980517	IT'S ABOUT TIME!
Registration Number:	3013683	LOOK FOR THE BIG YELLOW TRUCK
Registration Number:	3033873	ONE HOUR
Registration Number:	3933469	ONE HOUR AIR CONDITIONING & HEATING
Registration Number:	3933458	ONE HOUR AIR CONDITIONING & HEATING
Registration Number:	2521070	ONE HOUR AIR CONDITIONING & HEATING
Registration Number:	4030350	ONE HOUR HEATING & AIR CONDITIONING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4030339	ONE HOUR HEATING & AIR CONDITIONING
Registration Number:	4829933	ONE HOUR HEATING & AIR CONDITIONING ALWA
Registration Number:	3530593	ONE HOUR HEATING & AIR CONDITIONING
Registration Number:	2916944	ONE HOUR
Registration Number:	3190940	SERVICE ON TIME OR YOU DON'T PAY A DIME
Registration Number:	5666747	ALWAYS ON TIME...OR YOU DON'T PAY A DIME
Registration Number:	5080171	COMFORTCLUB
Registration Number:	2632785	SUPER-TUNE-UP
Registration Number:	2503055	ON TIME EVERY TIME

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: 7

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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 One Hour Air Conditioning 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.

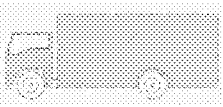
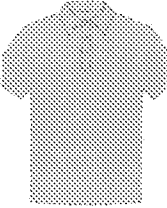
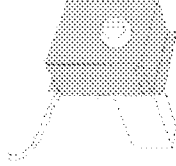
AB ASSETCO LLC

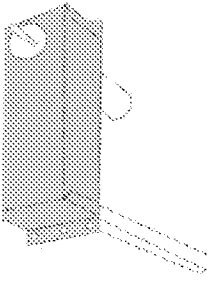



By: Brian Balconi
Name: Brian Balconi
Title: Chief Legal Officer and Secretary



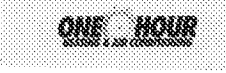
[Notice of One Hour Air Conditioning Allocating Grant of Back-Up Security Interest in Trademarks]

TRADEMARK
REEL: 007314 FRAME: 0346

**Schedule 1
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ALWAYS ON TIME OR YOU DON'T PAY A DIME	76433767 24-JUL-2002	2807312 20-JAN-2004
BIG YELLOW TRUCK	77939857 19-FEB-2010	4042748 18-OCT-2011
Design Only 	77111767 20-FEB-2007	3518890 21-OCT-2008
Design Only 	86935440 10-MAR-2016	5159147 14-MAR-2017
Design Only 	86932335 08-MAR-2016	5159134 14-MAR-2017

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Design Only 	86931497 07-MAR-2016	5159132 14-MAR-2017
DIAL ONE	78949406 10-AUG-2006	3204117 30-JAN-2007
DIAL ONE HOUR HEATING & AIR CONDITIONING ALWAYS ON TIME...OR YOU DON'T PAY A DIME! 	78857597 10-APR-2006	3357727 18-DEC-2007
DIAL ONE 	78949411 10-AUG-2006	3204118 30-JAN-2007
DIAL ONE 	74362684 01-MAR-1993	1818286 25-JAN-1994
FIXED RIGHT THE FIRST TIME OR YOU DON'T PAY A DIME	76401896 30-APR-2002	2770121 30-SEP-2003
IT'S ABOUT TIME!	76563690 21-NOV-2003	2980517 02-AUG-2005
LOOK FOR THE BIG YELLOW TRUCK	76582446 23-MAR-2004	3013683 08-NOV-2005

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ONE HOUR	76617817 26-OCT-2004	3033873 27-DEC-2005
ONE HOUR AIR CONDITIONING & HEATING	77905845 06-JAN-2010	3933469 22-MAR-2011
ONE HOUR AIR CONDITIONING & HEATING	77899328 22-DEC-2009	3933458 22-MAR-2011
ONE HOUR AIR CONDITIONING & HEATING 	75916471 11-FEB-2000	2521070 18-DEC-2001
ONE HOUR ELECTRIC	88576943 13-AUG-2019	
ONE HOUR HEATING & AIR CONDITIONING	77905863 06-JAN-2010	4030350 27-SEP-2011
ONE HOUR HEATING & AIR CONDITIONING	77899310 22-DEC-2009	4030339 27-SEP-2011
ONE HOUR HEATING & AIR CONDITIONING ALWAYS ON TIME...OR YOU DON'T PAY A DIME! 	86359330 06-AUG-2014	4829933 13-OCT-2015
ONE HOUR HEATING & AIR CONDITIONING 	77439556 03-APR-2008	3530593 11-NOV-2008

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ONE HOUR PLUMBING	88576920 13-AUG-2019	
ONE HOUR 	76520801 29-APR-2003	2916944 11-JAN-2005
SERVICE ON TIME OR YOU DON'T PAY A DIME	78439333 22-JUN-2004	3190940 02-JAN-2007
ALWAYS ON TIME...OR YOU DON'T PAY A DIME!	88015788 26-JUN-2018	5666747 29-JAN-2019
COMFORTCLUB	85880911 20-MAR-2013	5080171 15-NOV-2016
SUPER-TUNE-UP	76122231 05-SEP-2000	2632785 08-OCT-2002
ON TIME EVERY TIME	75916472 11-FEB-2000	2503055 30-OCT-2001