

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TWO MEN AND A TRUCK/INTERNATIONAL, LLC		08/03/2021	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	RW PURCHASER LLC
Street Address:	1180 Peachtree Street, Suite 2500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	87641972	A MOVE TO BE PROUD OF
Serial Number:	86968915	ACROSS TOWN OR ACROSS THE COUNTRY
Serial Number:	75344750	
Serial Number:	87620655	MINI MOVER MANIA
Serial Number:	87498958	MOVE HERO
Serial Number:	87537434	MOVERS FOR MEALS
Serial Number:	87537360	MOVERS FOR MILITARY
Serial Number:	77867346	MOVERS FOR MOMS
Serial Number:	87537401	MOVERS FOR MUTTS
Serial Number:	74569835	MOVERS WHO CARE
Serial Number:	88472305	MOVETRAC
Serial Number:	88472315	MOVETRAC
Serial Number:	85716763	MOVING PEOPLE FORWARD
Serial Number:	75616478	STICK MEN UNIVERSITY
Serial Number:	76490886	THE GRANDMA RULE
Serial Number:	87487409	TRUCKLOAD OF WARMTH
Serial Number:	90402418	TWO MEN AND A TRUCK

CH \$690.00 87641972

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88258603	TWO MEN AND A TRUCK
Serial Number:	85523748	TWO MEN AND A TRUCK
Serial Number:	76249448	TWO MEN AND A TRUCK
Serial Number:	76249536	TWO MEN AND A TRUCK
Serial Number:	74412863	TWO MEN AND A TRUCK
Serial Number:	73834243	TWO MEN AND A TRUCK
Serial Number:	85523647	TWO MEN AND A TRUCK
Serial Number:	85872252	TWO MEN AND A TRUCK INTERNATIONAL
Serial Number:	86968908	VALUE FLEX
Serial Number:	85826491	WE MOVE PEOPLE FORWARD

CORRESPONDENCE DATA

Fax Number:

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.

Email: ebensoul@paulweiss.com, jaliano@paulweiss.com, snygren@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Elana D. Bensoul

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:	17514-144
NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/edb/
DATE SIGNED:	08/05/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT (US)

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of August 3, 2021, by and between TWO MEN AND A TRUCK/INTERNATIONAL, LLC, a Michigan limited liability company located at 3400 Belle Chase Way, Lansing, Michigan 48911 ("Assignor"), and RW PURCHASER LLC, a Delaware limited liability company located at 1180 Peachtree Street, Suite 2500, Atlanta, Georgia 30309 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the TMT Pre-Contribution Agreement between the Parties and certain other Transferors and Transferees of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks 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 with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Effective Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege

use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment 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 Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT 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).


This Trademark Assignment 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 TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.


ASSIGNOR

TWO MEN AND A TRUCK/INTERNATIONAL,
LLC

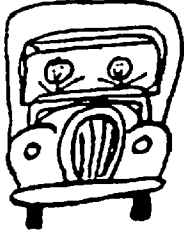

By: 
Name: Tricia Kinney
Title: General Counsel and Secretary




ASSIGNEE

RW PURCHASER LLC

By: 
Name: Tricia Kinney
Title: General Counsel and Secretary

**Schedule 1
Trademarks**

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date
United States	A MOVE TO BE PROUD OF	87641972	11-OCT-2017	5602902	06-NOV-2018
United States	ACROSS TOWN OR ACROSS THE COUNTRY	86968915	08-APR-2016	5159222	14-MAR-2017
United States	<i>Design Only</i> 	75344750	21-AUG-1997	2217107	12-JAN-1999
United States	MINI MOVER MANIA	87620655	25-SEP-2017	5591593	23-OCT-2018
United States	MOVE HERO	87498958	21-JUN-2017	5462397	08-MAY-2018
United States	MOVERS FOR MEALS	87537434	21-JUL-2017	5412112	27-FEB-2018
United States	MOVERS FOR MILITARY	87537360	21-JUL-2017	5558674	11-SEP-2018
United States	MOVERS FOR MOMS Movers for Moms	77867346	06-NOV-2009	3858506	05-OCT-2010
United States	MOVERS FOR MUTTS	87537401	21-JUL-2017	5412110	27-FEB-2018
United States	MOVERS WHO CARE	74569835	06-SEP-1994	1915497	29-AUG-1995
United States	MOVETRAC	88472305	13-JUN-2019	5992878	18-FEB-2020
United States	MOVETRAC	88472315	13-JUN-2019	5940441	17-DEC-2019
United States	MOVING PEOPLE FORWARD	85716763	30-AUG-2012	4357012	25-JUN-2013
United States	STICK MEN UNIVERSITY	75616478	06-JAN-1999	2323802	29-FEB-2000
United States	THE GRANDMA RULE	76490886	19-FEB-2003	2946487	03-MAY-2005
United States	TRUCKLOAD OF WARMTH	87487409	14-JUN-2017	5578227	09-OCT-2018
United States	TWO MEN AND A TRUCK	90402418	22-DEC-2020		
United States	TWO MEN AND A TRUCK	88258603	11-JAN-2019	5813341	23-JUL-2019
United States	TWO MEN AND A TRUCK	85523748	24-JAN-2012	4340844	28-MAY-2013
United States	TWO MEN AND A TRUCK	76249448	01-MAY-2001	3006814	18-OCT-2005
United States	 TWO MEN AND A TRUCK	76249536	01-MAY-2001	3006815	18-OCT-2005
United States	TWO MEN AND A TRUCK	74412863	15-JUL-1993	1953964	06-FEB-1996

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date
	 TWO MEN AND A TRUCK				
United States	TWO MEN AND A TRUCK	73834243	27-OCT-1989	2020083	03-DEC-1996
United States	 TWO MEN AND A TRUCK	85523647	24-JAN-2012	4340843	28-MAY-2013
United States	TWO MEN AND A TRUCK INTERNATIONAL 	85872252	11-MAR-2013	4400204	10-SEP-2013
United States	VALUE FLEX	86968908	08-APR-2016	5159221	14-MAR-2017
United States	WE MOVE PEOPLE FORWARD	85826491	18-JAN-2013	4499329	18-MAR-2014

Sched. 1-2