

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RW PURCHASER LLC		08/03/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TWO MEN AND A TRUCK SPE LLC
Street Address:	One Glenlake Parkway, Suite 1400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
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
Serial Number:	88258603	TWO MEN AND A TRUCK

TRADEMARK

Property Type	Number	Word Mark
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

source=4. TMT - Final Conveyance Notice of Grant of Back-Up Security Interest in Trademarks (US) (Executed)#page1.tif

source=4. TMT - Final Conveyance Notice of Grant of Back-Up Security Interest in Trademarks (US) (Executed)#page2.tif

source=4. TMT - Final Conveyance Notice of Grant of Back-Up Security Interest in Trademarks (US) (Executed)#page3.tif

source=4. TMT - Final Conveyance Notice of Grant of Back-Up Security Interest in Trademarks (US) (Executed)#page4.tif

source=4. TMT - Final Conveyance Notice of Grant of Back-Up Security Interest in Trademarks (US) (Executed)#page5.tif

NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (US)

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of August 3, 2021, by RW PURCHASER LLC, a Delaware limited liability company located at 1180 Peachtree Street, Suite 2500, Atlanta, Georgia 30309 (“Grantor”), in favor of TWO MEN AND A TRUCK SPE LLC, a Delaware limited liability company located at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 (“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 thereby; and

WHEREAS, pursuant to the TMT Pre-Contribution Agreement between the Parties and certain other Transferors and Transferees of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed 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 payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of 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 “USPTO”) 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 contribution or 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, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of such Conveyed 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 grant and/or enforcement of such security interest, 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 grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

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

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's 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 create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. 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.


3. THIS NOTICE 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).

4. 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.

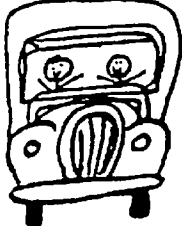

RW PURCHASER LLC




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

[Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (US) (Final Asset Conveyance)]

TRADEMARK
REEL: 007379 FRAME: 0602

**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