

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMS GROUP HOLDCO, LLC		10/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3475672	QUICK N EASY MOVING	
Registration Number:	3179497	LET OUR FAMILY MOVE YOURS	
Registration Number:	1857381	FOR THE FAMILY ON THE MOVE	
Registration Number:	1842511	MY FAMILY MOVED YOUR FAMILY	
Registration Number:	1814527	ALL MY SONS	
Registration Number:	4634243	THE BEST MOVING EXPERIENCE... PERIOD!	
Registration Number:	4885303	YOUR FRIEND IN THE MOVING BUSINESS	
Registration Number:	4937426	MOVING IS A PART OF LIFE	
Serial Number:	88572086	100 ALWAYS	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>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.</i>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		

CH \$240.00 3475672

ATTORNEY DOCKET NUMBER:	39092.00049
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/28/2021

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 25, 2021, by and among AMS GROUP HOLDCO, LLC (“Grantor”) and ALTER DOMUS (US) LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of October 25, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantor, including those listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor’s expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

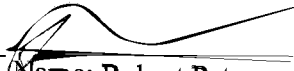
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement. The words "execution," "delivery," "signed," "signature," and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMS GROUP HOLDCO, LLC

By: 
Name: Robert Peterson
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007476 FRAME: 0451

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: _____

Name: Wynalynn N. Kantaris
Title: Associate General Counsel

[Security Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007476 FRAME: 0452

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
QUICK N EASY MOVING	77347724	3475672	AMS Group Holdco, LLC
LET OUR FAMILY MOVE YOURS	78614223	3179497	AMS Group Holdco, LLC
FOR THE FAMILY ON THE MOVE	74306942	1857381	AMS Group Holdco, LLC
MY FAMILY MOVED YOUR FAMILY	74306158	1842511	AMS Group Holdco, LLC
ALL MY SONS	74277107	1814527	AMS Group Holdco, LLC
THE BEST MOVING EXPERIENCE.. . PERIOD!	86180671	4634243	AMS Group Holdco, LLC
YOUR FRIEND IN THE MOVING BUSINESS	86649163	4885303	AMS Group Holdco, LLC
MOVING IS A PART OF LIFE	86310521	4937426	AMS Group Holdco, LLC
100 ALWAYS	88572086	N/A	AMS Group Holdco, LLC