

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN FURNITURE RENTALS, INC.		12/31/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GLAS USA LLC, as Administrative Agent (successor by assignment to MANUFACTURERS AND TRADERS TRUST COMPANY)		
Street Address:	3 Second Street Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5374007	AFR FURNITURE RENTAL	
Registration Number:	2487346	AFR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd., c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	12/31/2021		
Total Attachments: 6			
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY INTEREST

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY INTEREST (this "Agreement"), dated as of December 31, 2021, is made by and among AMERICAN FURNITURE RENTALS, INC., a Pennsylvania corporation ("Grantor"), with its mailing address of 720 Hylton Road, Pennsauken, New Jersey 08110, MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, as existing administrative agent ("Assignor"), with a mailing address of One M&T Plaza, Buffalo, New York 14203, and GLAS USA LLC, as successor administrative agent, a New Jersey limited liability company ("Assignee"), with its mailing address of 3 Second Street Suite 206, Jersey City, NJ 07302.

WHEREAS, Grantor owns the trademarks identified in Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and all proceeds of thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement or dilution thereof (collectively, the "Trademark Interests");

WHEREAS, Grantor granted the Assignor liens on and security interests in the Trademarks and Trademark Interests, which liens and security interests were established under and pursuant to that certain United States Trademark Security Agreement, dated as of February 22, 2019, executed by Grantor in favor of Assignor and recorded with the United States Patent and Trademark Office ("USPTO") on February 22, 2019, at Reel/Frame 006571/0001;

WHEREAS, Grantor has entered into financing arrangements with Assignee and certain parties to that certain Amended and Restated Credit Agreement, dated as of December 31, 2021 (as amended, restated, modified and/or supplemented, from time to time, the "Credit Agreement"), by and among the lenders party thereto ("Lenders"), Assignee, in its capacity as administrative agent for the Lenders (or, as applicable, the "Secured Parties" (as defined in the Credit Agreement)) (in such capacity, together with any successor or assign that assumes that position pursuant to the terms of the Credit Agreement), Grantor and AFR HOLDING INC., a Pennsylvania corporation ("Parent"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Credit Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, subject to the terms and conditions of that certain Loan Sale Agreement, dated as of December 31, 2021 (the "LSA"), by and among Grantor, Parent, Assignor, Assignee and certain other parties, Assignor conveys, transfers and assigns its liens on and security interests in the Trademarks and Trademark Interests to Assignee, in each case without any right of recourse or any representation or warranty, express or implied, except as expressly set forth in the LSA;

WHEREAS, the parties have agreed to execute and deliver this Agreement, for recording with the USPTO;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby

agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **ASSIGNMENT.** Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and Trademark Interests in the United States and all jurisdictions outside the United States (including all common law rights in and to such Trademarks and Trademark Interests), the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as said interest could have been held and enjoyed by Assignor had this conveyance and assignment not been made, in each case without any right of recourse or any representation or warranty, express or implied, except as expressly set forth in the LSA.

3. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, pledges and collaterally assigns (and confirms and ratifies all other grants, pledges and collateral assignments made prior to the date hereof) to the Assignee, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in the Trademarks (together with any extensions and renewals thereof) and Trademark Interests.

4. **COLLATERAL AGREEMENT.** The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with, and not in limitation of, the security interests granted to Assignee, for the benefit of the Assignee, the Lenders and the other Secured Parties, pursuant to the Financing Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Trademarks and Trademark Interests reaffirmed, made and granted hereby are more fully set forth in the Financing Agreements. In the event of any conflict between the terms of this Agreement and the Financing Agreements, the terms of the Financing Agreements shall control.

5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures (including electronic signatures) delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.


6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

GRANTOR:

AMERICAN FURNITURE RENTALS, INC., a
Pennsylvania corporation

By: 
Name: JEROME HELLMANN
Title: CEO

ASSIGNOR:

MANUFACTURERS AND TRADERS TRUST
COMPANY, a New York corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

GLAS USA LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

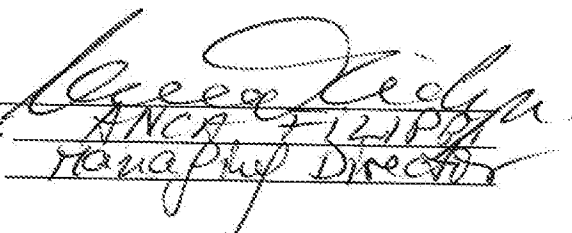
GRANTOR:

AMERICAN FURNITURE RENTALS, INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

ASSIGNOR:

MANUFACTURERS AND TRADERS
TRUST COMPANY, a New York banking
corporation

By: 
Name: ANCA FILIPA
Title: Managing Director

ASSIGNEE:

GLAS USA LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

GRANTOR:

AMERICAN FURNITURE RENTALS, INC., a
Pennsylvania corporation

By: _____
Name: _____
Title: _____

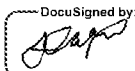
ASSIGNOR:

MANUFACTURERS AND TRADERS TRUST
COMPANY, a New York corporation

By: _____
Name: _____
Title: _____


ASSIGNEE:

GLAS USA LLC, as Administrative Agent

By:  _____
Name: Katie Lacey
Title: Senior Transaction Manager

Schedule 1

Trademarks

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
 AFR FURNITURE RENTAL [Design plus words]	87458510	5374007	01/09/2018	American Furniture Rentals, Inc.
AFR	76109000	2487346	09/11/2001	American Furniture Rentals, Inc.