

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATS OPERATING, LLC		01/18/2022	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	CAPITAL SOUTHWEST CORPORATION		
Street Address:	8333 Douglas Avenue		
Internal Address:	Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2648669	AMERICA'S THRIFT STORE	
Registration Number:	2046723	AMERICA'S THRIFT STORE	
Serial Number:	90851195	THE HALLOWEEN HUB	
CORRESPONDENCE DATA			
Fax Number:	2136201398		
<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:	2136201780		
Email:	rbugarin@sheppardmullin.com		
Correspondent Name:	Rosa Bugarin - Sheppard Mullin Richter		
Address Line 1:	333 South Hope Street, 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Rosa Bugarin		
SIGNATURE:	/Rosa Bugarin/		
DATE SIGNED:	01/18/2022		
Total Attachments: 3			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

January 18, 2022

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **ATS OPERATING, LLC**, an Alabama limited liability company ("**Grantor**"), having its principal office at 420 20th Street North, Suite 1100 Birmingham, AL 35203, hereby grants to **CAPITAL SOUTHWEST CORPORATION**, having its principal office at 8333 Douglas Avenue, Suite 1100, Dallas, Texas 75225, in its capacity as Agent (in such capacity, "**Grantee**"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "**Marks**", and each, a "**Mark**"), (b) all proceeds and products of each Mark, (c) the goodwill of the businesses with which each Mark is associated and (d) all causes of action arising prior to or after the date hereof for infringement of each Mark or unfair competition regarding the same. For clarity, Marks shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Marks.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "**Grant**") is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "**Credit Agreement**"; the terms defined therein being used herein without definition as defined in the Credit Agreement, as applicable) between Grantor, the other parties from time to time party thereto and Grantee, in its capacity as Agent. Upon termination of the Credit Agreement and the payment in full of the Obligations, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request, an instrument in writing releasing the security interest in the Marks acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ATS OPERATING, LLC

By: 
Name: Paul Davis
Title: President

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>
AMERICA'S THRIFT STORE	U.S. TM Registration No. 2648669	Filed: May 14, 2001 Registration Date: November 12, 2002	ATS Operating, LLC
AMERICA'S THRIFT STORE	U.S. TM Registration No. 2046723	Filed: January 11, 1995 Registration Date: March 18, 1997	ATS Operating, LLC
THE HALLOWEEN HUB	U.S. TM Application No. 90851195	Filed: July 27, 2021 Registration Date: N/A	ATS Operating, LLC

(Schedule A to Grant of Security Interest in United States Trademarks)

SMRH:4865-4830-6692

RECORDED: 01/18/2022

**TRADEMARK
REEL: 007561 FRAME: 0617**