

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENCHMARK REALTY, LLC		03/16/2022	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5769486	BE BETTER BE BENCHMARK	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	422311.000692		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	03/16/2022		
Total Attachments: 4			
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**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of March 16, 2022 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Fifth Third Bank, as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to all of the trademarks and trademark applications shown below:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

.....
BENCHMARK REALTY, LLC, as Obligor

By: 

Name: Dan Duffy

Title: Chief Executive Officer

Acknowledged and Accepted:

FIFTH THIRD BANK, as Administrative Agent

By:

Name: Chris Joseph

Title: Managing Director

GRANT OF SECURITY INTEREST IN TRADEMARKS
(BENCHMARK REALTY, LLC)
FIVE D I, LLC

TRADEMARK
REEL: 007661 FRAME: 0502

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

BENCHMARK REALTY, LLC, as Obligor

By: _____
Name: Dan Duffy
Title: Chief Executive Officer

Acknowledged and Accepted:

FIFTH THIRD BANK, as Administrative Agent

By: 
Name: Chris Joseph
Title: Managing Director

GRANT OF SECURITY INTEREST IN TRADEMARKS
(BENCHMARK REALTY, LLC)
FIVE D I, LLC

TRADEMARK
REEL: 007661 FRAME: 0503

Schedule 1

**Benchmark Realty, LLC
(Tennessee Limited Liability Company)**

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
BE BETTER BE BENCHMARK	5769486	06/04/2019