

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAEBEL COMPANIES, INC.		05/05/2022	Corporation: DELAWARE
GRAEBEL MOVERS INTERNATIONAL, INC.		05/05/2022	Corporation: WISCONSIN
GRAEBEL RELOCATION SERVICES WORLDWIDE, INC.		05/05/2022	Corporation: COLORADO
MOVE MANAGEMENT, INC.		05/05/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6548355	GRAEBEL CERTIFIED-FIT	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0026		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	05/05/2022		

CH \$40.00 6548355

Total Attachments: 4

source=04. Third Amendment to Trademark Security Agreement(56093686.1)#page1.tif

source=04. Third Amendment to Trademark Security Agreement(56093686.1)#page2.tif

source=04. Third Amendment to Trademark Security Agreement(56093686.1)#page3.tif

source=04. Third Amendment to Trademark Security Agreement(56093686.1)#page4.tif

**THIRD AMENDMENT TO
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is entered into as of May 5, 2022 by the Grantors listed in the signature pages hereof (collectively, jointly and severally, "Grantors") in favor of BMO HARRIS BANK, N.A., in its capacity as agent for itself and the other Lenders (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantors (collectively, "Borrower"), the lender signatories thereto ("Lenders") and Agent have entered into that certain Eleventh Amendment to Amended and Restated Loan and Security Agreement of even date herewith, amending that certain Amended and Restated Loan and Security Agreement, dated as of July 30, 2015 (as be amended, restated, supplemented, modified or otherwise changed from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Grantors granted Grantee a continuing security interest in all right, title and interest to Grantors' trademarks by executing a Trademark and License Security Agreement dated as of September 2, 2011, in favor of the Grantees ("Agreement"), which was recorded in the United States Patent and Trademark Office on September 20, 2011 at Reel/Frame 4626/0117; and

WHEREAS, the Grantors intend to update Schedule A of the Agreement to reflect the trademarks each Grantor currently owns.

1. NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety.

3. Amendments of the Agreement. Schedule A to the Agreement is hereby supplemented to include Schedule A attached hereto.

4. Reaffirmation. Except as specifically set forth herein, the Agreement remains in full force and effect, and the Grantors hereby ratify and affirm all terms and conditions in the Agreement.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the

same instrument. A facsimile or “.PDF” copy of a signature page hereto shall be deemed an original for all purposes.

[SIGNATURE PAGE FOLLOWS]


(Signature Page to Third Amendment to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the Grantors have caused this Amendment to be duly executed as of the date first above written.

GRANTORS:

GRAEBEL COMPANIES, INC.

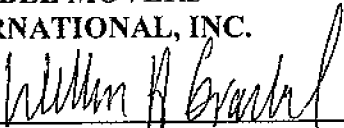
By: _____


William H. Graebel

Chairman and Chief Executive Officer

**GRAEBEL MOVERS
INTERNATIONAL, INC.**


By: _____


William H. Graebel

Chairman and Chief Executive Officer

**GRAEBEL RELOCATION SERVICES
WORLDWIDE, INC.**


By: _____


William H. Graebel

Chairman and Chief Executive Officer

MOVE MANAGEMENT, INC.

By: _____


William H. Graebel

Chairman and Chief Executive Officer

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. or App. No.</u>	<u>Registration Date</u>
GRAEBEL CERTIFIED-FIT	Graebel Companies, Inc. ("GCI")	US	Registered	6548355	11/02/2021