

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727154

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 1847 Goedeker Inc. | | 05/09/2022 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | Agency Management | | |
| Internal Address: | 540 W. Madison Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97345569 | INSPIRATION THROUGH INSTALLATION | |
| Serial Number: | 97345567 | INSPIRATION TO INSTALLATION | |
| Serial Number: | 97335031 | LUXMOR | |
| Serial Number: | 97302481 | POLISHED | |
| 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: | 18888295819 | | |
| Email: | john.cunningham@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 208 S. LaSalle | | |
| Address Line 2: | Suite 814 | | |
| Address Line 4: | Chicago, ILLINOIS 60604 | | |
| NAME OF SUBMITTER: | Diandra M. LaMantia | | |
| SIGNATURE: | /Diandra M. LaMantia/ | | |
| DATE SIGNED: | 05/11/2022 | | |
| Total Attachments: 5 | | | |

OP \$115.00 97345569

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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 May 9, 2022 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in, and a right to set off against, the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

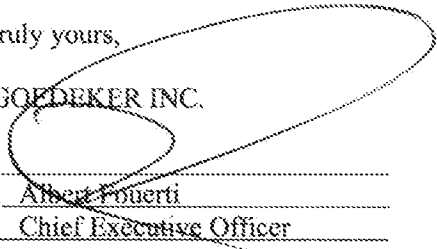
Notwithstanding anything to the contrary herein, no grant of a security interest or lien upon shall be granted hereunder in any trademark application filed on an intent to use basis until such time, if any, as a statement of use is filed with the United States Patent and Trademark Office.

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

Grantor hereby authorizes and requests the United States Patent and Trademark Office to record this Notice of Grant of Security Interest in Trademarks.

Very truly yours,

1847 GOFDEKER INC.

By: 
Name: Albert F. Merti
Title: Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: Christine Trotter

Name: Christine Trotter

Title: Vice President