

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732506

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900681651

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
1-800-PACKOUTS HOLDCO, LLC		01/31/2022	Limited Liability Company: GEORGIA
PACKOUT HOLDINGS, LLC		01/31/2022	Limited Liability Company: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	DEERPATH FUND SERVICES, LLC, as Agent
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10174
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
<b>Serial Number:</b>	86728566	1-800PACKOUTS PACKOUT, CLEANING, STORAGE
<b>Serial Number:</b>	86695050	1-800-PACKOUTS
<b>Serial Number:</b>	86035136	1-800-PACKOUTS
<b>Serial Number:</b>	88425093	1-800-PACKOUTS
<b>Serial Number:</b>	88493372	MR. PACKOUTS
<b>Serial Number:</b>	86223788	PACKOUT. CLEANING. STORAGE SUCCESS!
<b>Serial Number:</b>	88424896	PACKOUTS
<b>Serial Number:</b>	90576512	PACKOUTS
<b>Serial Number:</b>	90576508	PACKOUTS
<b>Serial Number:</b>	90579339	PACKOUTS
<b>Serial Number:</b>	90106406	PACKOUTS.COM
<b>Serial Number:</b>	86223775	RECOGNIZE AN OPPORTUNITY WHEN YOU SEE IT
<b>Serial Number:</b>	88805573	THE GREATEST PACKOUT ON EARTH
<b>Serial Number:</b>	86223780	THE NATIONAL PACKOUT COMPANY
<b>Serial Number:</b>	88809015	THE NATIONAL PACKOUT COMPANY
<b>Serial Number:</b>	90106396	WE PUT THE P IN PACKOUTS

**TRADEMARK**

**CORRESPONDENCE DATA****Fax Number:** 7132266397*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.***Phone:** 713-226-6000**Email:** TMMail@porterhedges.com**Correspondent Name:** Jonathan Pierce**Address Line 1:** P.O. Box 4744**Address Line 4:** Houston, TEXAS 77210-4744**ATTORNEY DOCKET NUMBER:** 010997-0266**NAME OF SUBMITTER:** Jonathan Pierce**SIGNATURE:** /jmp/**DATE SIGNED:** 06/06/2022**Total Attachments: 9**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2022 (the “**Agreement**”), by and between 1-800-PACKOUTS HOLDCO,LLC, a Georgia limited liability company (“**Packouts**”), PACKOUT HOLDINGS, LLC, a Georgia limited liability company (“**Packout Holdings**” and together with Packouts, collectively, “**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

W I T N E S S E T H:

**WHEREAS**, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), FS PEP HOLDCO, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of September 3, 2021 (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

**WHEREAS**, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of September 3, 2021 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, all common law rights associated with the foregoing, and all rights of priority associated with the foregoing, together with all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding the foregoing or anything else to the contrary herein or in any other Loan Document, "IP Collateral" shall not include and the security interest granted under this Section 2 shall not attach to any Excluded Collateral (as defined in the Security Agreement).

Notwithstanding anything contained herein to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

**SECTION 5. Acknowledgment.** Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]


IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

**DEBTORS:**

**1-800-PACKOUTS HOLDCO, LLC**  
a Georgia limited liability company

By its Manager:


**FS PEP HOLDCO, LLC**

By:   
Name: Douglas L. Kennealey  
Title: President

**PACKOUT HOLDINGS, LLC**  
a Georgia limited liability company

By its Manager:

**FS PEP HOLDCO, LLC**

By:   
Name: Douglas L. Kennealey  
Title: President

**SECURED PARTY:**

**DEERPATH FUND SERVICES, LLC**  
a Delaware limited liability company,  
as Agent

By: *Anish Bahl*  
Name: Anish Bahl  
Title: Chief Financial Officer

**Schedule 1**

**to**

**Patent and Trademark Security Agreement**

***Patents***

None.

***Registered Trademarks, Material Unregistered Trademarks, and  
Applications for Registration of Trademarks***

<b>Mark</b>	<b>Reg. No.</b>	<b>Owner</b>	<b>Application No.</b>	<b>Country</b>
1-800PACKOUTS PACKOUT, CLEANING, STORAGE, SUCCESS! & Design	4908822	Packout Holdings, LLC	86728566	USA
1-800-PACKOUTS	4908139	Packout Holdings, LLC	86695050	USA
1-800-PACKOUTS & Design	4642192	Packout Holdings, LLC	86035136	USA
1-800-PACKOUTS & Design	6093737	Packout Holdings, LLC	88425093	USA
MR. PACKOUTS		Packout Holdings, LLC	88493372	USA
PACKOUT.CLEANING.STORAGE SUCCESS!	4809509	Packout Holdings, LLC	86223788	USA
PACKOUTS		Packout Holdings, LLC	88424896	USA
PACKOUTS		Packout Holdings, LLC	90576512	USA
PACKOUTS		Packout Holdings, LLC	90576508	USA
PACKOUTS & Design		Packout Holdings, LLC	90579339	USA
PACKOUTS.COM		Packout Holdings, LLC	90106406	USA
RECOGNIZE AN OPPORTUNITY WHEN YOU SEE IT	4809508	Packout Holdings, LLC	86223775	USA
THE GREATEST PACKOUT ON EARTH		Packout Holdings, LLC	88805573	USA
THE NATIONAL PACKOUT COMPANY	4693604	Packout Holdings, LLC	86223780	USA
THE NATIONAL PACKOUT COMPANY	6147122	Packout Holdings, LLC	88809015	USA

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 007729 FRAME: 0670**



Mark	Reg. No.	Owner	Application No.	Country
WE PUT THE P IN PACKOUTS		Packout Holdings, LLC	90106396	USA