

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.S. BADCOCK CORPORATION		08/22/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L-2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2359675	BADCOCK	
Registration Number:	2443504	BADCOCK HOME FURNITURE & MORE	
Registration Number:	5391119	EURO COMFORT II	
Registration Number:	6409808	JUST RIGHT	
Registration Number:	3030669	KIDS & MORE	
Registration Number:	2421435	LEGENDS BY BADCOCK	
Registration Number:	4830104	LEGENDS SIGNATURE	
Registration Number:	6185935	STANHOPE	
Registration Number:	6335677	STANHOPE QUALITY THROUGH GENERATIONS	
Registration Number:	3867089	PROTECT·IT	
Registration Number:	4067725	PROTECT·IT	
Registration Number:	3935093	PROTECT-IT	
Registration Number:	2808295	NEED NEW FURNITURE?	
Registration Number:	4830105	S LEGENDS SIGNATURE	
Registration Number:	6335678	STANHOPE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		

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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: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0348
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NAME OF SUBMITTER:	Gayle D. Grocke
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SIGNATURE:	/gdg/
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DATE SIGNED:	08/22/2022
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Total Attachments: 5

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2022 (this “Agreement”), is made between W.S. BADCOCK CORPORATION, a Florida corporation (the “Grantor”) and JPMORGAN CHASE BANK, N.A., in its capacity as agent for the Lenders (in such capacity, the “Agent”).

Reference is made to that certain Third Amended and Restated Loan and Security Agreement dated as of March 10, 2021, by and among Franchise Group, Inc., a Delaware corporation, Valor Acquisition, LLC, a Delaware limited liability company, Franchise Group Newco Intermediate AF, LLC, a Delaware limited liability company, Franchise Group Newco PSP, LLC, a Delaware limited liability company, and certain Subsidiaries of each of the foregoing, as Borrowers, the other Loan Parties from time to time party thereto, as Guarantors, the Lenders from time to time party thereto and Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and/or as consideration for Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Agent, together with its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law. Notwithstanding anything to the contrary herein, in no event shall the Trademark Collateral include, and in no event shall the Security Interest extend to, any Excluded Assets.

SECTION 3. Loan Agreement and Intercreditor Agreements. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark

Collateral are more fully set forth in the Loan Agreement and the Intercreditor Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement or any Intercreditor Agreement, the terms of the Loan Agreement or such Intercreditor Agreement, as applicable, shall govern.

SECTION 4. Termination. Subject to [Section 13.15] of the Loan Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations as to which no claim has been made or which are otherwise not due) payable under any Loan Document shall have been paid in full in cash, the security interest granted herein shall automatically terminate and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Agent pursuant to this [Section 4] shall be without warranty by the Agent or any other Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

W.S. BADCOCK CORPORATION, as Grantor

By:  _____
Name: Brian Kahn
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**W.S. BADCOCK CORPORATION, as
Grantor**

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Agent

By:  _____
Name: James A. Knight
Title: Executive Director

Schedule I

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner Name
Badcock	App 75624738	App 20-JAN-1999	Reg 2359675	Reg 20-JUNE-2000	W.S. BADCOCK CORPORATION
Badcock Home Furniture & More	App 75838339	App 2-NOV-1999	Reg 2443504	Reg 10-APR-2001	W.S. BADCOCK CORPORATION
Euro Comfort II	App 87509257	App 28-JUNE-2017	Reg 5391119	Reg 30-JAN-2018	W.S. BADCOCK CORPORATION
Just Right	App 90255728	App 14-OCT-2020	Reg 6409808	Reg 6-JULY-2021	W.S. BADCOCK CORPORATION
Kids & More	App 78442048	App 28-JUNE-2004	Reg 3030669	Reg 13-DEC-2005	W.S. BADCOCK CORPORATION
Legends by Badcock	App 75924900	App 21-FEB-2000	Reg 2421435	Reg 16-JAN-2001	W.S. BADCOCK CORPORATION
Legends Signature	App 86403408	App 23-SEPT-2014	Reg 4830104	Reg 13-OCT-2015	W.S. BADCOCK CORPORATION
S Legends Signature	App 86403417	App 23-SEPT-2014	Reg 4830105	Reg 13-OCT-2015	W.S. BADCOCK CORPORATION
Stanhope	App 88360899	App 28-MAR-2019	Reg 6185935	Reg 17-OCT-2020	W.S. BADCOCK CORPORATION
Stanhope Quality Through Generations	App 88360822	App 28-MAR-2019	Reg 6335677	Reg 27-APR-2021	W.S. BADCOCK CORPORATION
Stanhope	App 88360845	App 28-MAR-2019	Reg 6335678	Reg 27-APR-2021	W.S. BADCOCK CORPORATION
Protect-it	App 77962154	App 18-MAR-2010	Reg 3867089	Reg 26-OCT-2010	W.S. BADCOCK CORPORATION
PROTECT-IT	App 77790884	App 28-JULY-2009	Reg 4067725	Reg 6-DEC-2011	W.S. BADCOCK CORPORATION
PROTECT-IT	App 77779642	App 13-JULY-2009	Reg 3935093	Reg 22-MAR-2011	W.S. BADCOCK CORPORATION
Need New Furniture?	App 76496344	App 10-MAR-2003	Reg 2808295	Reg 27-JAN-2004	W.S. BADCOCK CORPORATION