

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762553

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Secured Party previously recorded on Reel 007803 Frame 0229. Assignor(s) hereby confirms the Notice of Grant of Back-Up Security Interest in Trademarks.		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AB ASSETCO LLC		10/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ONE HOUR AIR CONDITIONING FRANCHISING SPE LLC		
Street Address:	7120 Samuel Morse Drive, Suite 300		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6719319	ONE HOUR PLUMBING	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	118356-0001		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	10/20/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	11		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AB Assetco LLC		07/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Benjamin Franklin Franchising SPE LLC		
Street Address:	7120 Samuel Morse Drive		
Internal Address:	Suite 300		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6719319	ONE HOUR PLUMBING	
CORRESPONDENCE DATA			
Fax Number:	2124920072		
Phone:	2123733072		
Email:	jaliano@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
<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>			
Correspondent Name:	Jamiesyn D. Aliano		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	023238-002		
NAME OF SUBMITTER:	Jamiesyn D. Aliano		
Signature:	/JAMIESYN D. ALIANO/		

Date:	07/27/2022
Total Attachments: 4 source=11. Authority Brands - Benjamin Franklin - Allocating (TM Backup Lien)(One Hour Plumbing)#page1.tif source=11. Authority Brands - Benjamin Franklin - Allocating (TM Backup Lien)(One Hour Plumbing)#page2.tif source=11. Authority Brands - Benjamin Franklin - Allocating (TM Backup Lien)(One Hour Plumbing)#page3.tif source=11. Authority Brands - Benjamin Franklin - Allocating (TM Backup Lien)(One Hour Plumbing)#page4.tif	
RECEIPT INFORMATION	
ETAS ID:	TM743969
Receipt Date:	07/27/2022
Fee Amount:	\$40

**CORRECTIVE SUPPLEMENTAL NOTICE OF GRANT OF BACK-UP SECURITY
INTEREST IN TRADEMARKS**

This Corrective Supplemental Notice of Grant of Back-up Security Interest in Trademarks (the "Notice"), is made and entered into as of July 14, 2022 (the "Effective Date"), by AB Assetco LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 ("Grantor"), in favor of One Hour Air Conditioning Franchising SPE LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 ("Secured Party") (collectively referred to as the "Parties").

WHEREAS, as of immediately prior to the Effective Date, Grantor was the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of May 14, 2021 (the "Agreement"), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Conveyed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the "Trademark Collateral"); provided that each Trademark became Conveyed IP only upon the filing and acceptance of an applicable statement of use with the United States Patent and Trademark Office ("USPTO"); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the USPTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid and absolute Transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan; and

WHEREAS, a Supplemental Notice of Grant of Back-up Security Interest in Trademarks was executed on July 14, 2022, and recorded on July 27, 2022, at Reel/Frame 7803/0229 in which the parties inadvertently identified the incorrect secured party entity due to a clerical error; and

WHEREAS, this Notice is intended to confirm the security interest granted in favor of Secured Party that occurred pursuant to the Agreement and correct the clerical error;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby

grants a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the USPTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

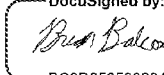
THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this CORRECTIVE SUPPLEMENTAL NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the Effective Date.

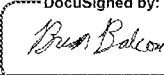
AB ASSETCO LLC

DocuSigned by:

By: _____
Name: Brian Balconi
Title: Chief Legal Officer and Secretary

Date: october 17, 2022

Acknowledged and Agreed by:

BENJAMIN FRANKLIN FRANCHISING SPE LLC

DocuSigned by:

By: _____
Name: Brian Balconi
Title: Vice President, General Counsel
& Secretary

Date: october 17, 2022

[Signature Page to Corrective Supplemental Notice of Grant of Back-Up Security Interest in Trademarks – ONE HOUR PLUMBING]

TRADEMARK
REEL: 007874 FRAME: 0044

**Schedule 1
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ONE HOUR PLUMBING	88576920 August 13, 2019	6,719,319 May 3, 2022