

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUTHORITY BRANDS, INC.		12/31/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	AB SPE GUARANTOR 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: 10

Property Type	Number	Word Mark
Registration Number:	6799768	THE JUNKLUGGERS JUNK REMOVAL CO. 1-800-L
Registration Number:	5730088	GREEN GUARANTEES
Registration Number:	5710732	A BUSINESS WITH A HEART
Registration Number:	5522600	PEACE LOVE & JUNK
Registration Number:	5349953	LUGGERS MOVING 1-855-4LUGGER
Registration Number:	5163996	LUGGERS
Registration Number:	3434994	THE JUNKLUGGERS
Registration Number:	5920638	WHEN IN DOUBT, WE'LL LUG IT OUT
Registration Number:	5920013	SAVING THE WORLD, ONE LUG AT A TIME
Registration Number:	6586198	RE MIX MARKET

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 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

TRADEMARK

REEL: 007937 FRAME: 0090

ATTORNEY DOCKET NUMBER:	118356-0001
NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	01/03/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of December 31, 2022, by and between Authority Brands, Inc., a Delaware corporation located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Assignor”), and AB SPE Guarantor LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Omnibus Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the “Agreement”), Assignor has Transferred all right, title and interest in and to its Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to Assignor’s Conveyed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

Pursuant to the Agreement, Assignor hereby (i) irrevocably Transfers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the date hereof.

Notwithstanding anything to the contrary contained herein, the Trademarks 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 United States Patent and Trademark Office 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.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment 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 Parties' rights and interests in the applicable Conveyed IP.

THIS TRADEMARK ASSIGNMENT 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 Trademark Assignment 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 TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

Authority Brands, Inc.

By: 
Name: Brian Balconi
Title: Chief Legal Officer &
Secretary

AB SPE Guarantor LLC


By: 
Name: Brian Balconi
Title: Chief Legal Officer &
Secretary

[Signature Page to Contribution Assignment I]

TRADEMARK
REEL: 007937 FRAME: 0094

**Schedule 1
Trademarks**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
THE JUNKLUGGERS JUNK REMOVAL CO. 1-800-LUG- JUNK and Design 	US	87433242	May 2, 2017	6799768	July 26, 2022	Registered
GREEN GUARANTEES	US	87512526	June 30, 2017	5730088	April 16, 2019	Registered
A BUSINESS WITH A HEART	US	87615957	September 20, 2017	5710732	March 26, 2019	Registered
PEACE LOVE & JUNK	US	87533731	July 19, 2017	5522600	July 24, 2018	Registered
LUGGERS MOVING 1-855- 4LUGGER and Design 	US	87433272	May 2, 2017	5349953	December 5, 2017	Registered
LUGGERS	US	86864877	January 4, 2016	5163996	March 21, 2017	Registered
THE JUNKLUGGERS	US	77281021	September 17, 2007	3434994	May 27, 2008	Registered
WHEN IN DOUBT, WE'LL LUG IT OUT	US	88435883	May 17, 2019	5920638	November 26, 2019	Registered
SAVING THE WORLD, ONE LUG AT A TIME	US	88428767	May 14, 2019	5920013	November 26, 2019	Registered

RE MIX MARKET and Design 	US	90206992	September 24, 2020	6586198	December 14, 2021	Registered
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