

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-Up Security Interest in Trademarks
SEQUENCE:	7

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AB SPE GUARANTOR LLC		12/31/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AB ISSUER 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

CH \$265.00 6799768

Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	118356-0001
NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	01/03/2023
Total Attachments: 5 source=7. Junkluggers Contribution Backup Security Interest 2#page1.tif source=7. Junkluggers Contribution Backup Security Interest 2#page2.tif source=7. Junkluggers Contribution Backup Security Interest 2#page3.tif source=7. Junkluggers Contribution Backup Security Interest 2#page4.tif source=7. Junkluggers Contribution Backup Security Interest 2#page5.tif	

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

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of December 31, 2022, by AB SPE Guarantor LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Grantor”), in favor of AB Issuer 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, Grantor is 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 Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (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”); 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 United States Patent and Trademark Office (the “PTO”) 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;

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 PTO 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 PTO 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.



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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

AB SPE Guarantor LLC

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

**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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