

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Notice of Grant of Security Interest in Trademarks
SEQUENCE:	12

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

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=12. Junkluggers Supplemental Notice of Security Interest in Trademarks#page1.tif source=12. Junkluggers Supplemental Notice of Security Interest in Trademarks#page2.tif source=12. Junkluggers Supplemental Notice of Security Interest in Trademarks#page3.tif source=12. Junkluggers Supplemental Notice of Security Interest in Trademarks#page4.tif source=12. Junkluggers Supplemental Notice of Security Interest in Trademarks#page5.tif	

**SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

This SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of December 31, 2022, by Junkluggers Franchising SPE LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, New York, 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in 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 Guarantee and Collateral Agreement, dated as of May 14, 2021, by and among AB SPE Guarantor LLC, a Delaware limited liability company, AB Assetco LLC, a Delaware limited liability company and the SPE Asset Entities (as defined therein), each as a Guarantor in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks 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 payments, proceeds, supporting obligations, and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 grant and/or enforcement of such security interest, including, intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051 (b) prior to

the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051 (c) or (d), *provided that*, at such time as the grant and/or enforcement of the security interest will not cause such Trademark application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of May 14, 2021, by and among AB Issuer LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Base Indenture”).

1. The parties intend that the Trademark Collateral subject to this Notice is to be considered as After-Acquired Securitization IP under the Indenture and the Guarantee and Collateral Agreement and that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’s 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 create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

4. 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 one and the same agreement.



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

Junkluggers Franchising SPE LLC, as
Grantor

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