

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.B. Property Services Inc.		01/19/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90364261	DESIGN HAPPY BUILD HAPPY BE HAPPY	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515139		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/s/ Moira Sheehan		
DATE SIGNED:	01/23/2023		
Total Attachments: 5			
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U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2023, made by the undersigned grantor (the “Grantor”), in favor of Wilmington Trust, National Association, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain U.S. Security Agreement dated as of April 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this U.S. Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor or in which the Grantor has any rights:

- (a) Marks of the Grantor listed on Schedule I attached hereto (other than Excluded Collateral);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this U.S. Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this U.S. Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the U.S. Security Agreement, the Collateral 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 Marks under this U.S. Trademark Security Agreement.

SECTION 5. Counterparts. This U.S. Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this U.S. Trademark Security Agreement by signing and delivering one or more counterparts. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this U.S. Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of

assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. Governing Law. This U.S. Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this U.S. Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this U.S. Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

A. B. Property Services, Inc.

By:


Name: John Mason

Title: Chief Financial Officer, Treasurer and Secretary

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Grantor has caused this U.S. Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

A. B. Property Services, Inc.

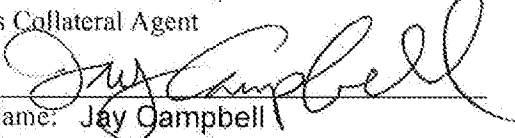
By:

Name: _____
Title: _____

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:


Name: Jay Campbell
Title: Assistant Vice President

SCHEDULE I
to
U.S. TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
A. B. Property Services, Inc.	90364261	DESIGN HAPPY BUILD HAPPY BE HAPPY