

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Authority Brands, Inc.		04/24/2023	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: 8			
Property Type	Number	Word Mark	
Registration Number:	1333648	THE SCREENMOBILE	
Registration Number:	2986523		
Registration Number:	3118234	SCREEN SMART	
Registration Number:	3124420	AMERICA'S NEIGHBORHOOD SCREEN STORES	
Registration Number:	3463890	YOU CALL WE SCREEN	
Registration Number:	4532124	ANY NEED ANY PLACE ANY SCREEN	
Registration Number:	5280556	LOVE YOUR SCREENS AGAIN	
Registration Number:	6067481	SCREENMOBILE AMERICA'S NEIGHBORHOOD SCRE	
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		

CH \$215.00 1333648

NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	04/27/2023
Total Attachments: 4 source=2a. Contribution Trademark Assignment#page1.tif source=2a. Contribution Trademark Assignment#page2.tif source=2a. Contribution Trademark Assignment#page3.tif source=2a. Contribution Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of April 24, 2023, 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.

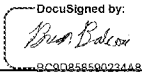
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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

Authority Brands, Inc.

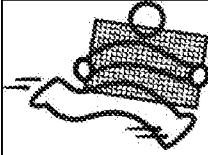
By: 
Name: Brian Balconi
Title: Chief Legal Officer &
Secretary

AB SPE Guarantor LLC

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

[Signature Page to Trademark Contribution Assignment I]

**Schedule 1
Trademarks**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
THE SCREENMOBILE	United States	73492145	July 27, 1984	1333648	April 30, 1985	Registered
	United States	78399008	April 08, 2004	2986523	August 16, 2005	Registered
SCREEN SMART	United States	78501373	October 18, 2004	3118234	July 18, 2006	Registered
AMERICA'S NEIGHBORHOOD SCREEN STORES	United States	78398991	April 08, 2004	3124420	August 01, 2006	Registered
YOU CALL WE SCREEN	United States	77278223	September 12, 2007	3463890	July 8, 2008	Registered
ANY NEED ANY PLACE ANY SCREEN	United States	85901392	April 11, 2013	4532124	May 20, 2014	Registered
LOVE YOUR SCREENS AGAIN	United States	87325842	February 06, 2017	5280556	September 05, 2017	Registered
SCREENMOBILE AMERICA'S NEIGHBORHOOD SCREEN STORES	United States	88654842	October 15, 2019	6067481	June 2, 2020	Registered