

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Notice of Grant of Security Interest in Trademarks		
SEQUENCE:	10		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Screenmobile Franchising SPE LLC		04/24/2023	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: 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=6. Supplemental Notice of Security Interest in Trademarks#page1.tif source=6. Supplemental Notice of Security Interest in Trademarks#page2.tif source=6. Supplemental Notice of Security Interest in Trademarks#page3.tif source=6. Supplemental Notice of Security Interest in Trademarks#page4.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 April 24, 2023, by Screenmobile 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.

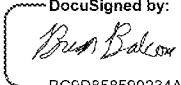
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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.

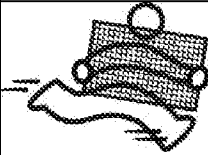
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IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

Screenmobile 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 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