

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Furniture Rentals, Inc.		09/26/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GLAS USA LLC, as Administrative Agent		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5698230	SIMPLIFYING CHANGE	
Registration Number:	5722506	THE BROOK ADVANTAGE	
Registration Number:	4002900	BROOK	
Registration Number:	1672921	BROOK FURNITURE RENTAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergekohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	8326.001		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	09/26/2023		

OP \$115.00 5698230

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of September 26, 2023, is by AMERICAN FURNITURE RENTALS, INC., a Pennsylvania corporation ("Grantor"), in favor of GLAS USA LLC, as administrative agent (the "Administrative Agent").

WITNESSETH

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 31, 2021, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers and authorized the Administrative Agent to enter into and perform its obligations hereunder;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Master Reaffirmation Agreement dated as of December 31, 2021, which modified and reaffirmed that certain Security Agreement, dated as of February 22, 2019 (as the same may be from time to time further amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Liens) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all of its trademarks and trademark applications, including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark or trademark application; and (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein (for the avoidance of doubt Section 14 of the Security Agreement shall be incorporated herein *mutatis mutandis*).

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks or trademark applications, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Officer's Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks or trademark applications. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

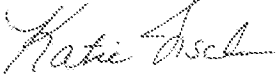
IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first above written.

AMERICAN FURNITURE RENTALS, INC., a
Pennsylvania corporation

By: 
Name: Neil Scholnick
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

GLAS USA LLC,
as Administrative Agent

By: 
Name: Katie Fischer
Title: Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
SIMPLIFYING CHANGE	87529150	Registered	5698230	03/12/2019
THE BROOK ADVANTAGE	86320607	Registered	5722506	04/09/2019
BROOK	77729450	Registered	4002900	07/26/2011
BROOK FURNITURE RENTAL	74152510	Registered	1672921	01/21/1992