

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The New Haven Companies, Inc.		09/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3193151	E CRATE	
Registration Number:	3351469	NEW HAVEN MOVING EQUIPMENT	
Registration Number:	4073903	PAK 'N MOVE	
Registration Number:	5860146	SCUFF SHIELD	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (156735-01013 F.M.)		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square. 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	156735-01013		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	09/28/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of September 27, 2022 (the “**Effective Date**”), is made by The New Haven Companies, Inc., a Delaware corporation (“**Grantor**”), in favor of Fifth Third Bank, National Association (the “**Secured Party**”).

WHEREAS, Grantor and Secured Party have entered into a Credit Agreement dated as of the Effective Date (the “**Credit Agreement**”).

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Guaranty and Security Agreement, which is hereby incorporated by reference. The provisions of the Guaranty and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

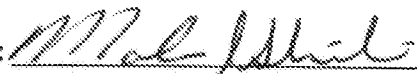
Grantor and Secured Party have executed this Trademark Security Agreement as of the Effective Date.

SECURED PARTY

GRANTOR

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

THE NEW HAVEN COMPANIES, INC.

By: 
Print Name: Mark J. Staunton
Title: Senior Vice President

By: _____
Print Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007863 FRAME: 0394

Grantor and Secured Party have executed this Trademark Security Agreement as of the Effective Date.

SECURED PARTY

GRANTOR

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

THE NEW HAVEN COMPANIES, INC.

By: _____
Print Name: _____
Title: _____

By: James P. Levine
Print Name: James P. Levine
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration #	Issue Date	Owner
E CRATE	TMA715006	05/23/2008	The New Haven Companies, Inc.
E CRATE	2403928	03/31/2006	The New Haven Companies, Inc.
E Crate (design)	3,193,151	01/02/2007	The New Haven Companies, Inc.
NEW HAVEN MOVING EQUIPMENT	3,351,469	12/11/2007	The New Haven Companies, Inc.
PAK 'N MOVE	4073903	12/20/2011	The New Haven Companies, Inc.
SCUFF SHIELD	5,860,146	09/17/2019	The New Haven Companies, Inc.
E CRATE	N/A	N/A	Abandoned