

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM697066

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Fourth Lien Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900658542

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W. S. BADCOCK CORPORATION		11/22/2021	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5391119	EURO COMFORT II
Registration Number:	6409808	JUST RIGHT
Registration Number:	2421435	LEGENDS BY BADCOCK
Registration Number:	4830104	LEGENDS SIGNATURE
Registration Number:	4830105	S LEGENDS SIGNATURE
Registration Number:	6185935	STANHOPE
Registration Number:	6335677	STANHOPE QUALITY THROUGH GENERATIONS
Registration Number:	6335678	STANHOPE
Registration Number:	3867089	PROTECT·IT
Registration Number:	4067725	PROTECT·IT
Registration Number:	3935093	PROTECT-IT
Registration Number:	3030669	KIDS & MORE
Registration Number:	2808295	NEED NEW FURNITURE?
Registration Number:	2443504	BADCOCK HOME FURNITURE & MORE
Registration Number:	2359675	BADCOCK

CORRESPONDENCE DATA

Fax Number: 2134432926

TRADEMARK

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.

Phone: 213-617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Address Line 1: 333 S. HOPE ST., 43RD FLOOR
Address Line 2: ATTN: J. CRAVITZ
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	76KM-328419
--------------------------------	-------------

NAME OF SUBMITTER:	Julie Cravitz
---------------------------	---------------

SIGNATURE:	/julie cravitz/
-------------------	-----------------

DATE SIGNED:	12/22/2021
---------------------	------------

Total Attachments: 7

source=FRG - TSA (Badcock Fourth Lien)#page1.tif
source=FRG - TSA (Badcock Fourth Lien)#page2.tif
source=FRG - TSA (Badcock Fourth Lien)#page3.tif
source=FRG - TSA (Badcock Fourth Lien)#page4.tif
source=FRG - TSA (Badcock Fourth Lien)#page5.tif
source=FRG - TSA (Badcock Fourth Lien)#page6.tif
source=FRG - TSA (Badcock Fourth Lien)#page7.tif

FOURTH LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2021 (this "Agreement"), among W.S. BADCOCK CORPORATION, a Florida corporation (the "Grantor") and ALTER DOMUS (US) LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Second Lien Credit Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FRANCHISE GROUP, INC., a Delaware corporation ("Lead Borrower"), VALOR ACQUISITION, LLC, a Delaware limited liability company ("Valor"), FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC, a Delaware limited liability company ("NewCo AF"), FRANCHISE GROUP NEWCO PSP, LLC, a Delaware limited liability company ("FG Newco PSP", and together with Lead Borrower, Valor and NewCo AF, individually and collectively, the "Borrower"), the Lenders from time to time party thereto and ALTER DOMUS (US) LLC, as the administrative agent, and the Collateral Agent, and (b) that certain Second Lien Collateral Agreement, dated as of November 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantor and Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Lead Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and/or as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, together with its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law. Notwithstanding anything to the contrary herein, in no

event shall the Trademark Collateral include, and in no event shall the Security Interest extend to, any Excluded Assets.

SECTION 3. Collateral Agreement and Intercreditor Agreements. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement and the Intercreditor Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement or any Intercreditor Agreement, the terms of the Collateral Agreement or such Intercreditor Agreement, as applicable, shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations as to which no claim has been made or which are otherwise not due) payable under any Loan Document shall have been paid in full in cash, the security interest granted herein shall automatically terminate and 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 Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 4 shall be without warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

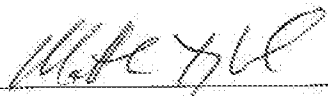
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**W.S. BADCOCK CORPORATION, as
Grantor**

By: DocuSigned by:
Brian Kahn
Name: Brian Kahn
Title: Senior Vice President

[Signature Page to Fourth Lien Trademark Security Agreement]

ALTER DOMUS (US) LLC, as Collateral
Agent

By:  _____

Name:

Title: Matthew Trybula
Associate Counsel

Schedule I

Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner Name
Euro Comfort II	87,509,257	June 28, 2017	5,391,119	January 30, 2018	W.S. Badcock Corporation
Just Right	90,255,728	October 14, 2020	6,409,808	July 6, 2021	W.S. Badcock Corporation
Legends by Badcock	75,924,900	February 21, 2000	2,421,435	January 16, 2001	W.S. Badcock Corporation
Legends Signature (word mark)	86,403,408	September 23, 2014	4,830,104	October 13, 2015	W.S. Badcock Corporation
S Legends Signature (design mark)	86,403,417	September 23, 2014	4,830,105	October 13, 2015	W.S. Badcock Corporation
Stanhope (word mark)	88,360,899	March 28, 2019	6,185,935	October 27, 2020	W.S. Badcock Corporation
Stanhope Quality Through Generations (design mark)	88,360,822	March 28, 2019	6,335,677	April 27, 2021	W.S. Badcock Corporation
Stanhope (design mark)	88,360,845	March 28, 2019	6,335,678	April 27, 2021	W.S. Badcock Corporation
Protect-it (word mark)	77,962,154	March 18, 2010	3,867,089	October 26, 2010	W.S. Badcock Corporation
PROTECT·IT (Red letter design)	77,790,884	July 28, 2009	4,067,725	December 6, 2011	W.S. Badcock Corporation
PROTECT·IT (Red dot design)	77,779,642	July 13, 2009	3,935,093	March 22, 2011	W.S. Badcock Corporation
Kids & More	78,442,048	June 28, 2004	3,030,669	December 13, 2005	W.S. Badcock Corporation
Need New Furniture?	76,496,344	March 10, 2003	2,808,295	January 27, 2004	W.S. Badcock Corporation
Badcock Home Furniture & More	75,838,339	November 2, 1999	2,443,504	April 10, 2001	W.S. Badcock Corporation
Badcock	75,624,738	January 20, 1999	2,359,675	June 20, 2000	W.S. Badcock Corporation

Trademark Applications:

None.