

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brook Furniture Rental, Inc.		05/17/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2		
Internal Address:	IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5698230	SIMPLIFYING CHANGE	
Registration Number:	5722506	THE BROOK ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.202		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	05/18/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of May 17, 2023 by Brook Furniture Rental, Inc. (the "Grantor") in favor of JPMorgan Chase Bank, N.A. ("Lender").

WITNESSETH

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of December 31, 2015 by and among the Grantor, certain Affiliates of the Grantor and Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of September 30, 2011 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Lender among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Lender under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Lender and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

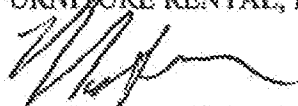
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[signature pages follow]

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

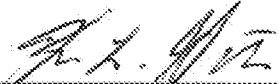
GRANTOR:

BROOK FURNITURE RENTAL, INC.

By: 
Name: Nathan Sanders
Title: CEO

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Kevin L. Gillen
Title: Executive Director

SCHEDULE A

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Brook Furniture Rental, Inc.	SIMPLIFYING CHANGE	03/12/19	5698230
Brook Furniture Rental, Inc.	THE BROOK ADVANTAGE	04/09/19	5722506

TRADEMARK APPLICATIONS

None.