

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Villa BidCo Inc.		05/14/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	AB SPE Guarantor LLC
Street Address:	7120 Samuel Morse Drive, Suite 300
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5342385	ADMIRAL
Registration Number:	5331247	COMMANDER
Registration Number:	5909311	DC
Registration Number:	5909312	DC
Registration Number:	4011842	DOODYCALLS
Registration Number:	4112204	DOODYCALLS
Registration Number:	2930351	DOODYCALLS
Registration Number:	4147005	DOODYCALLS DIRECT
Registration Number:	2813172	DOODYCALLS
Registration Number:	5351875	MASTER CHIEF
Registration Number:	2988832	WHEN NATURE CALLS, WE ANSWER.

CORRESPONDENCE DATA

Fax Number: 6462192353

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: 212 373 2488

Email: mamcdonough@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Marissa A. McDonough

Address Line 1: 1285 Avenue of the Americas

TRADEMARK

Address Line 2: Paul Weiss Rifkind Wharton &Garrison LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 023238-001

NAME OF SUBMITTER: Marissa A. McDonough

SIGNATURE: /Marissa A. McDonough/

DATE SIGNED: 05/27/2021

Total Attachments: 6

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of May 14, 2021 by Villa BidCo Inc., a Delaware corporation located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Grantor”), in favor of AB SPE Guarantor LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, MD 21046 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on 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 Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the “Agreement”), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Conveyed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, 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 proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid and absolute Transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

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 Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *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 Transfer of the Trademarks hereunder, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent 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 provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party 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 Agreement and shall terminate automatically upon the termination of the Agreement.

THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

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 a single agreement.

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

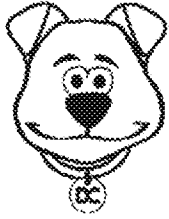

VILLA BIDCO INC.

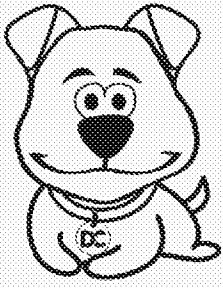


By: Brian Balconi

Name: Brian Balconi

Title: Vice President, General Counsel and Secretary

**Schedule 1
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
ADMIRAL	87238387 16-NOV-2016	5342385 21-NOV-2017
COMMANDER	87238388 16-NOV-2016	5331247 07-NOV-2017
DC 	87981942 27-FEB-2018	5909311 12-NOV-2019
DC 	87981943 27-FEB-2018	5909312 12-NOV-2019
DC 	87812026 27-FEB-2018	

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
DC 	87812029 27-FEB-2018	
DOODYCALLS	87805325 21-FEB-2018	
DOODYCALLS 	85217947 14-JAN-2011	4011842 16-AUG-2011
DOODYCALLS	77771112 30-JUN-2009	4112204 13-MAR-2012
DOODYCALLS	76575232 12-FEB-2004	2930351 08-MAR-2005
DOODYCALLS DIRECT	77770896 30-JUN-2009	4147005 22-MAY-2012
DOODYCALLS 	78230062 26-MAR-2003	2813172 10-FEB-2004
MASTER CHIEF	87238389 16-NOV-2016	5351875 05-DEC-2017

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
WHEN NATURE CALLS, WE ANSWER.	76602252 13-JUL-2004	2988832 30-AUG-2005