# CH \$65.00 28896

ETAS ID: TM361216

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R.J. Dougherty Associates LLC		11/02/2015	LIMITED LIABILITY COMPANY: FLORIDA

### **RECEIVING PARTY DATA**

Name:	SunTrust Bank, as Administrative Agent	
Street Address:	825 Ballough Road, Suite 220	
City:	Daytona Beach	
State/Country:	FLORIDA	
Postal Code:	32114	
Entity Type:	CORPORATION: GEORGIA	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2889642	EVERGLADES
Registration Number:	3718045	RAMCAP

### **CORRESPONDENCE DATA**

**Fax Number:** 4048738501

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:** 404-870-5617

Email: susan.lake@agg.com
Correspondent Name: Susan Lake, Paralegal

Address Line 1: 171 17th Street

Address Line 2: Arnall Golden Gregory
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	26974-75
NAME OF SUBMITTER:	Susan Lake
SIGNATURE:	/Susan Lake/
DATE SIGNED:	11/04/2015

## **Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2015, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of November 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. 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 pledges and assigns as security to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):
- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
  - (ii) all renewals and extensions of the foregoing;

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- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security 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.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.
- Section 7. Termination. This Trademark Security Agreement and the grant of a security interest in this Trademark Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Payment in Full Date (as defined in the Guaranty and Security Agreement), whereupon this Trademark Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and the Administrative Agent shall, at the written request and the expense of the Borrowers, promptly release, reassign and transfer the Trademark Collateral to the Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

R. J. DOUGHERTY ASSOCIATES LLC a Florida limited liability company as Grantor

Name: Tom Flocco

Title: Chief Executive Officer

[Trademark Security Agreement]

# ACKNOWLEDGMENT OF GRANTOR

State of Illinois	)
County of Cook	) ss. )

On this 29th day of <u>October</u>, 2015 before me personally appeared Tom Flocco, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of R. J. Dougherty Associates LLC, a Florida limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.

OFFICIAL SEAL

JASON W MESSIM

Notary Public - State of Illinois
My Commission Expires Apr 22, 2016

Notary/Public

OFFICIAL SEAL
JASON W NESSIM
Notary Public - State of Illinois
My Commission Expires Apr 22, 2018

[Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

SUNTRUST BANK as Administrative Agent

By: Ab

Name: Sherry D'Harris

Title: Semior Vice President

[Trademark Security Agreement]

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

## 1. REGISTERED TRADEMARKS

Description	Registration No.	Registration Date
EVERGLADES	2,889,642	9/28/2004
RANCAP	3,718,045	12/1/2009

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.

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**RECORDED: 11/04/2015**