

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T & L Distributing, LP		12/31/2015	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60148		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86842718	H HILL COUNTRY INNOVATIONS	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<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:	214.964.9427		
Email:	tatyana.rozenberg@hklaw.com		
Correspondent Name:	Tatyana Rozenberg		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	200 Crescent Court, Suite 1600		
Address Line 4:	Dallas,, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	090148-288		
NAME OF SUBMITTER:	Tatyana Rozenberg		
SIGNATURE:	/Tatyana Rozenberg/		
DATE SIGNED:	12/31/2015		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, T & L Distributing, LP, a Texas limited partnership ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of December 31, 2015, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.


[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

T & L DISTRIBUTING, LP,
a Texas limited partnership

By: T & L DISTRIBUTING GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: Robert Smith
Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____
Name: David L. Enghauser
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

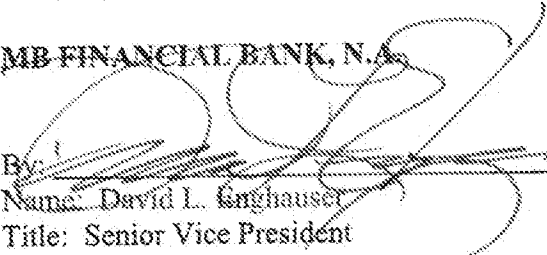
T & L DISTRIBUTING, LP,
a Texas limited partnership

By: T & L DISTRIBUTING GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: Robert Smith
Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.

By:  _____
Name: David L. Enghausen
Title: Senior Vice President

Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Hill Country Innovations	Serial Number 86842718 (not yet registered)	Registration pending (application date was 12-8-2015)	T&L Distributing, LP

Schedule B – Patents

None.