

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beneplace, LLC		03/27/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	ZB, N.A., as administrative agent		
Doing Business As:	Amegy Bank		
Street Address:	1717 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76441823	BENEPLACE	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	7132266000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	03/28/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*") is executed as of March 27, 2017, by BENEPLACE, LLC, a Texas limited liability company ("*Debtor*"), for the benefit of ZB, N.A. dba Amegy Bank, as administrative agent (in such capacity, "*Administrative Agent*") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement defined below).

RECITALS:

A. Debtor, as borrower, the lenders from time to time party thereto (collectively, the "*Lenders*" and each individually, a "*Lender*"), and Administrative Agent, as administrative agent for itself and the other Lenders, have entered into that certain Credit Agreement dated as of the same date as this Agreement (as amended, restated, or supplemented, the "*Credit Agreement*"), together with certain other Loan Documents. Each capitalized term used but not defined in this Agreement has the meaning given that term in the Credit Agreement.

B. Debtor owns the trademarks, trademark registrations and trademark applications listed on *Schedule 1* annexed hereto, and is or will be a party to the trademark licenses granted in connection with the trademarks listed on *Schedule 1* annexed hereto.

C. Pursuant to the terms of the Security Agreement dated as of the same date as this Agreement (as amended, restated or supplemented from time to time, the "*Security Agreement*"), among Debtor and Administrative Agent for the ratable benefit of the Secured Parties, Debtor has granted to Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Collateral (as defined in the Security Agreement), including among other collateral security, all right, title and interest of Debtor in, to and under all trademarks, to secure the payment of all Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Parties a continuing security interest in all right, title and interest of Debtor in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether presently existing or hereafter created or acquired:

- (1) all trademarks, including, without limitation, the trademarks, service marks, trade names, trademark registrations, trademark applications listed on *Schedule 1* annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark;
- (2) all trademark licenses granted in connection with the trademarks listed on *Schedule 1* annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any trademark, including, without limitation, the trademarks, service marks, trade names, and trademark registrations listed on *Schedule 1* annexed hereto, the trademark registrations issued with respect to the trademark applications listed on *Schedule 1* and the trademarks licensed under trademark licenses, or (b) injury to the goodwill associated with any trademark, service mark, trade name, trademark registration or trademark licensed under any trademark license.

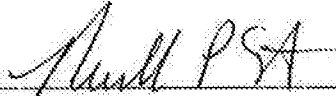
This security interest is controlled by the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the continuing lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agreement is executed on the date set forth in the preamble to this Agreement.

DEBTOR:

BENEPLACE, LLC,
a Texas limited liability company

By: 
Russell Stein
President

SECURED PARTY:

ZB, N.A. dba Amegy Bank,
as Administrative Agent

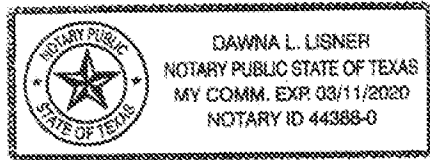
By: *guller*
Lauren Eller
Assistant Vice President

STATE OF TEXAS §
 §
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 7 day of March, 2017, by Lauren Eller, as Assistant Vice President of ZB, N.A. dba Amegy Bank, on behalf of said bank.

[Signature]
Notary Public
Dawnahisher
Printed Name

My Commission Expires:
3-11-20



SCHEDULE 1

TRADEMARKS

U.S. Trademark Registration No 2,717,493 for BENEPLACE registered May 20, 2003 and renewed March 29, 2013.