

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENEPLACE, LLC		03/27/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	STELLUS CAPITAL INVESTMENT CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	4400 POST OAK PARKWAY, SUITE 2200		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2717493	BENEPLACE	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	036760.159		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	03/30/2017		
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 STELLUS CAPITAL INVESTMENT CORPORATION, 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 Second Lien 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.


Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement.

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IN WITNESS WHEREOF, the Agreement is executed on the date set forth in the notary acknowledgments below, but is to be effective for all purposes as of the date first set forth in the preamble to this Agreement.

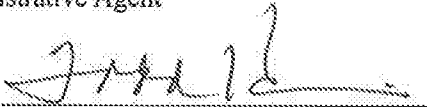
DEBTOR:

BENEPLACE, LLC,
a Texas limited liability company

By: 
Name: Russell Stein
Title: President

SECURED PARTY:

STELLUS CAPITAL INVESTMENT CORPORATION
as Administrative Agent

By: 
Name: W. Todd Huskinson
Title: Authorized Signatory

SCHEDULE 1

TRADEMARKS

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

Schedule 1

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RECORDED: 03/31/2017

**TRADEMARK
REEL: 006023 FRAME: 0424**