

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Free Range Presents Dallas, LLC		03/31/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Green Bank, N.A.		
Street Address:	4000 Greenbriar		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77098		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86234098		
Serial Number:	86234051	THE RUSTIC	
Serial Number:	86234074	THE RUSTIC KITCHEN · BACKYARD · BAR · MU	
CORRESPONDENCE DATA			
Fax Number:	2146926255		
<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:	214-692-6200		
Email:	patents@wickphillips.com		
Correspondent Name:	John C. Adolph		
Address Line 1:	3131 MCKINNEY AVENUE, SUITE 100		
Address Line 4:	DALLAS, TEXAS 75204		
NAME OF SUBMITTER:	John C. Adolph		
SIGNATURE:	/John C. Adolph/		
DATE SIGNED:	04/05/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Green Bank, N.A., as Lender (together with its successors and permitted assigns, the "**Lender**").

WHEREAS, Grantors are party to a Security Agreement dated as of March 31, 2017 (the "**Security Agreement**") between each of Grantors and the other grantors party thereto and Lender pursuant to which Grantors granted a security interest to Lender in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree with Lender as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby grants to Lender, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all U.S. registrations and U.S. applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during

the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

Irrespective of the place of execution and/or delivery, this Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Texas.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows]

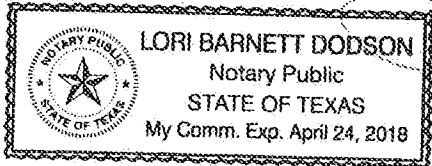
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FREE RANGE PRESENTS DALLAS, LLC,
a Texas limited liability company
d/b/a The Rustic

By: [Signature]
Name: Joshua Sepkowitz
Title: Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss.

On this 31st day of March, 2019 before me personally appeared Joshua Sepkowitz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Free Range Presents Dallas, LLC, a Texas limited liability company d/b/a The Rustic, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

Accepted and Agreed:

GREEN BANK, N.A.,
as Lender



By: 
Name: Brad Mize
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006026 FRAME: 0483

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
 Fork Microphone Logo	86/234098	March 27, 2014	4624799	October 21, 2014
THE RUSTIC	86/234051	March 27, 2014	5098096	December 13, 2016
 THE RUSTIC KITCHEN BACKYARD BAR MUSIC (& design)	86/234074	March 27, 2014	Pending	Pending