

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MODUS SYSTEMS, LLC		06/21/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BUC-EE'S, LTD.		
Street Address:	11200 W. Broadway, Suite 2332		
City:	Pearland		
State/Country:	TEXAS		
Postal Code:	77584		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4696802	TOOSHLIGHTS	
Registration Number:	4672688	TOOSHLIGHTS	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
Address Line 1:	1301 MCKINNEY STREET		
Address Line 4:	HOUSTON, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	1000225295		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	06/24/2018		
Total Attachments: 5			
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CONFIRMATORY INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is made effective as of June 21, 2018 by and from MODUS SYSTEMS, LLC (“Grantor”) to and in favor of BUC-EE’S, LTD (“Lender”).

WHEREAS, Grantor and Lender, have entered into that certain Intellectual Property Security Agreement, dated as of June 19, 2018 (as further modified and supplemented and in effect from time to time, the “Security Agreement”).

WHEREAS, Grantor owns the patents and patent applications listed on Exhibit A attached hereto (the “Patents”), which Patents are pending or registered with the United States Patent and Trademark Office (the “USPTO”).

WHEREAS, Grantor owns the trademarks and trademark applications listed on Exhibit B attached hereto (the “Trademarks”), which Trademarks are pending or registered with the USPTO.

WHEREAS, this IP Security Agreement has been granted in conjunction with the security interest in the Patents and Trademarks granted under the Security Agreement to Lender.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future indebtedness, obligations and liabilities to Lender under the Note and the Security Agreement, Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property, including, all proceeds and products of the Intellectual Property, and including all payments under insurance or any indemnity or warranty payable in respect of any of the Intellectual Property. Such Intellectual Property includes, but is not limited to the Patents and Trademarks listed on Exhibits A and B, respectively.
- 3) Security Agreement. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the security interests of Lender with the USPTO. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement shall remain in full force and effect in accordance with its terms.
- 4) Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided therein) are incorporated by reference as if fully set forth herein.

5) Counterparts. This IP Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be the original and all of which shall constitute together but one and the same agreement.


6) Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of Texas.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement effective as of the date first written above.

GRANTOR

MODUS SYSTEMS, LLC

By: 
Name: Allen Klevens
Title: CEO

ACKNOWLEDGED AND AGREED TO BY:

BUC-EE'S, LTD., as Lender

By: BUC-EE'S MANAGEMENT, LLC,
a Texas limited liability company,
its sole general partner


By: 
Name: Joe O'Leary
Title: Vice President

Exhibit A

SCHEDULE OF U.S. PATENTS

Title	App Number	Patent No.	Status	Owner
RESTROOM STALL OCCUPANCY INDICATOR SYSTEM	14/628,177	9,574,374	Registered	Modus Systems, LLC
RESTROOM STALL OCCUPANCY INDICATOR SYSTEM	15/403,802	N/A	Pending	Modus Systems, LLC

Exhibit B

SCHEDULE OF U.S. TRADEMARKS

Mark	Serial Number	Reg. No.	Status	Owner
TOOSHLIGHTS (standard character mark)	86067775	4696802	Registered	Modus Systems, LLC
TOOSHLIGHTS (design)	86069772	4672688	Registered	Modus Systems, LLC