

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VICTRON ENERGY, INC.		02/15/2019	Corporation: TEXAS
VICTRON STORES, L.P.		02/15/2019	Limited Partnership: TEXAS
TEXAS BEST SMOKEHOUSE, INC.		02/15/2019	Corporation: TEXAS
VIVA TACO, LLC d/b/a GO LOCO		02/15/2019	Limited Liability Company: TEXAS
WASH MASTERS, L.P.		02/15/2019	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as Administrative Agent
Street Address:	2001 Ross Avenue
Internal Address:	43rd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3309236	VICTRON
Registration Number:	3304319	VICTRON
Registration Number:	4747152	TEXAS BEST SMOKEHOUSE
Registration Number:	4221637	TEXAS BEST SMOKEHOUSE
Registration Number:	4249321	TEXAS BEST SMOKEHOUSE
Registration Number:	4221639	TEXAS BEST SMOKEHOUSE
Registration Number:	4244966	TEXAS BEST SMOKEHOUSE
Registration Number:	3380726	V
Registration Number:	4595921	GO LOCO STREET TACOS & BURRITOS
Registration Number:	5416214	WASH MASTERS

CORRESPONDENCE DATA

Fax Number: 2147455390

TRADEMARK

REEL: 006567 FRAME: 0640

900486191

CH \$265.00 3309236

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.

Phone: 2147455612
Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	641-128
NAME OF SUBMITTER:	NANCY GRAHAM
SIGNATURE:	/NANCY GRAHAM/
DATE SIGNED:	02/20/2019

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”) is made as of February 15, 2019 (the “*Effective Date*”) by each of the undersigned Debtors, each having a principal place of business at 105 YMCA Drive, Waxahachie, Texas 75168 (collectively, the “*Debtors*”, and each, individually, a “*Debtor*”), in favor of CITIBANK, N.A., a national banking association, having a principal place of business at 2001 Ross Avenue, 43rd floor, Dallas, Texas 75201, as Administrative Agent for the Secured Parties (in such capacity, “*Administrative Agent*”).

Recitals:

A. Debtors and Administrative Agent are parties to that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as the same has been or may be amended, restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”), which amends and restates the Existing Security Agreement (as defined in the Security Agreement). For purposes of this Agreement, all terms defined in this Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement, unless otherwise expressly provided in this Agreement.

B. Pursuant to the terms of the Security Agreement, each Debtor has granted to Administrative Agent, for the benefit of the Secured Parties, a lien and security interest in all of such Debtor’s right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Debtor’s Trademarks, to secure the performance of the Obligations.

C. In connection with the Existing Security Agreement, (i) Victron Stores, L.P., a Texas limited partnership (“*Victron Stores*”), has executed and delivered to Administrative Agent that certain Trademark Security Agreement, dated as of June 7, 2007, which has been recorded in Reel 003560, Frame 0516 with the United States Patent and Trademark Office, (ii) Victron Energy, Inc., a Texas corporation (“*Victron Energy*”), has executed and delivered to Administrative Agent that certain Trademark Security Agreement, dated as of June 7, 2007, which has been recorded in Reel 003560, Frame 0511 with the United States Patent and Trademark Office, and (iii) Texas Best Smokehouse, Inc., a Texas corporation (“*Texas Best*”), has executed and delivered to Administrative Agent that certain Trademark Security Agreement, dated as of June 7, 2007, which has been recorded in Reel 003560, Frame 0506 with the United States Patent and Trademark Office (the foregoing, collectively, the “*Existing Trademark Security Agreements*”).

D. Debtors and Administrative Agent desire to amend and consolidate the Existing Trademark Security Agreements to reflect the foregoing, to grant or confirm the grant of a security interest in the Collateral of Debtors, and, for purposes of clarity and ease of administration, to do so by means of this Agreement.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby grants and assigns to Administrative Agent, for the benefit of the Secured Parties, to secure the payment and performance of the Obligations, a continuing security interest, lien and collateral assignment in all of such Debtor’s right, title, and interest in, to and under the Trademarks, whether presently existing or hereafter created or acquired, including without limitation, all registrations and recordings thereof, and all applications in connection therewith, filed in the United

States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof (including without limitation those Trademarks and applications listed on Schedule 1 to this Agreement), all reissues, extensions, and renewals thereof, all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, the right to sue for past, present, and future infringements of any of the foregoing, all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present, or future infringement, dilution or injury to the goodwill associated with the foregoing, all rights corresponding to any of the foregoing throughout the world, and all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by any Debtor.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and the Secured Parties with respect to the liens and security interests in the Trademarks 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.

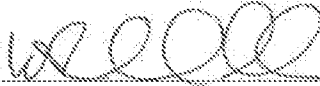
This Agreement is an amendment, restatement and consolidation of, but not a release, novation, extinguishment, discharge or satisfaction of any indebtedness, liabilities, obligations, security interests or Liens of, the Existing Trademark Security Agreements. Each Debtor affirms and ratifies its grant of a security interest, pledge and assignment in the Existing Trademark Security Agreements and agrees that the security interests and Liens created by the Existing Trademark Security Agreements in the Collateral shall remain valid, binding, and enforceable security interests and Liens in favor of the Administrative Agent, for itself and the benefit of the other Secured Parties, but shall hereafter be governed by this Agreement that amends and restates the Existing Trademark Security Agreements in its entirety. This Agreement is not intended as, and shall not be construed as, a release, novation, extinguishment, discharge or satisfaction of any indebtedness, liabilities, obligations, security interests or Liens granted or any obligation of any Debtor pursuant to the Existing Trademark Security Agreements.

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IN WITNESS WHEREOF, each of the Debtors and Administrative Agent has caused this Agreement to be duly executed by its duly authorized officer effective as of the Effective Date.

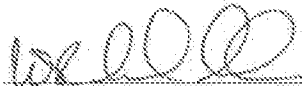
DEBTORS:

VICTRON ENERGY, INC.


By: 
Name: Walid Alameddine
Title: President

VICTRON STORES, L.P.

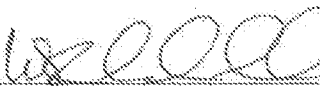
By: Victron Investment, L.L.C.,
its general partner

By: 
Name: Walid Alameddine
Title: Vice President

TEXAS BEST SMOKEHOUSE, INC.

By: 
Name: Walid Alameddine
Title: Vice President

VIVA TACO, LLC d/b/a GO LOCO

By: 
Name: Walid Alameddine
Title: Vice President

WASH MASTERS, L.P.

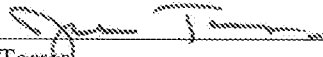
By: WASH MASTERS MANAGEMENT, L.L.C.,
its general partner

By: 
Name: Walid Alameddine
Title: Vice President

ADMINISTRATIVE AGENT:

CITIBANK, N.A.,
as Administrative Agent

By:



John Torres
Senior Vice President

Schedule 1
Trademarks

Owner of Record	Trademark	Registration / Serial No.	Registration / Filing Date	Status	International Class / Goods & Services
Victron Stores, L.P.	VICTRON	3,309,236	10/07/2007	Registered	Class 35: Retail store services in the field of general merchandise
			12/28/2016	Renewed	
Victron Energy, Inc.	VICTRON	3,304,319	10/02/2007	Registered	Class 35: Wholesale distributorship featuring motor fuels, lubricants and automotive products
			12/29/2016	Renewed	
Texas Best Smokehouse, Inc.	TEXAS BEST SMOKEHOUSE	4,747,152	06/02/2015	Registered	Class 35: Retail store services in the field of general merchandise; Class 43: Restaurant and catering services
Texas Best Smokehouse, Inc.	TEXAS BEST SMOKEHOUSE	4,221,637	10/09/2012	Registered	Class 35: Retail store services in the field of general merchandise;
			1/23/2018	Renewed	
Texas Best Smokehouse, Inc.	TEXAS BEST SMOKEHOUSE	4,249,321	11/27/2012	Registered	Class 43: Restaurant and catering services
			1/23/2018	Renewed	
Texas Best Smokehouse, Inc.	TEXAS BEST SMOKEHOUSE	4,221,639	10/09/2012	Registered	Class 29: Jams, Jellies, Candies and preserved and cooked fruits and vegetables
			1/23/2018	Renewed	
Texas Best Smokehouse, Inc.	TEXAS BEST SMOKEHOUSE	4,244,966	11/20/2012	Registered	Class 30: Candies;
			1/23/2018	Renewed	
Victron Stores, L.P.	V & Design	3,380,726	02/12/2008	Registered	Class 35: Retail store services in the field of general merchandise;
			06/12/2017	Renewed	

Owner of Record	Trademark	Registration / Serial No.	Registration / Filing Date	Status	International Class / Goods & Services
Viva Taco LLC	GO LOCO	4,595,921	09/02/2014	Registered	Class 43: Restaurant and Catering Restaurant Services, Café and Restaurant Services, Carry Out Restaurant Services; Fast-Food Restaurants Services, Restaurant Services Featuring Mexican and Tex-Mex Cuisine services; Café and Restaurant Services; Carry-Out Restaurant Services; Fast Food Restaurant Services; Fast Food Restaurants; Restaurant Services Featuring Mexican and Tex-Mex Cuisine
Wash Masters, L.P.	WASH MASTERS	5,416,214	03/06/2018	Registered	Class 37: Automobile washing services, namely, washing, cleaning, polishing, undercoating services and detailing services; Laundromat services, namely, providing washing and drying laundry facilities; laundry services