

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tree of Life Bookstores, LP		03/18/2019	Limited Partnership: INDIANA
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	10333 North Meridian Street		
Internal Address:	Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	State Banking Institution: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87812147	TEXTBOOK BUTLER	
Serial Number:	87797287	ALL OF YOUR BOOKS, NONE OF THE HASSLE	
Serial Number:	87797365	EVERY SINGLE STUDENT, EVERY SINGLE BOOK,	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	317-238-6304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square, Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	04/08/2019		
Total Attachments: 4			
source=Trademark Security Agreement#page1.tif			
source=Trademark Security Agreement#page2.tif			
source=Trademark Security Agreement#page3.tif			

OP \$90.00 87812147

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of March 19, 2019, by **TREE OF LIFE BOOKSTORES, LP**, an Indiana limited partnership (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Eleven Million Three Hundred Fifty Thousand and No/100 Dollars (\$11,350,000.00) (collectively, the "Loan") made by Lender to Grantor pursuant to that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by (i) that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00), and (ii) that certain Promissory Note (Term Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Three Million Eight Hundred Fifty Thousand and No/100 Dollars (\$3,850,000.00) (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.


[the remainder of this page left intentionally blank]

KD_10082192_1.DOC

[TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TREE OF LIFE BOOKSTORES, LP,
an Indiana limited partnership

By: 
Darren Campbell, Chief Executive Officer

STATE OF INDIANA)
) SS:
COUNTY OF Grant)

Before me, a Notary Public in and for said County and State, personally appeared Darren Campbell, the Chief Executive Officer of Tree of Life Bookstores, LP, an Indiana limited partnership, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such partnership as such officer.


WITNESS, my hand and Notarial Seal this 18 day of March, 2019.

My Commission Expires:

6/30/22

My County of Residence:

Grant


Notary Public

BLAKE D CARL
Printed



Seal
Blake Carl
Notary Public
State of Indiana
My Commission Expires: June 30, 2022

SCHEDULE 1

Serial No.	Mark	Status	Filing Date	Owner
87812147	TEXTBOOK BUTLER	Pending – Published for Opposition	Feb. 27, 2018	Tree of Life Bookstores, LP
87797287	ALL OF YOUR BOOKS, NONE OF THE HASSLE	Pending – Published for Opposition	Feb. 14, 2018	Tree of Life Bookstores, LP
87797365	EVERY SINGLE STUDENT, EVERY SINGLE BOOK, BY THE FIRST DAY OF CLASS, AT AN AFFORDABLE PRICE	Pending – Notice of Allowance issued	Feb. 14, 2018	Tree of Life Bookstores, LP