

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILVER EAGLE DISTRIBUTORS, L.P.		07/03/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5122162	SILVER EAGLE	
Registration Number:	5122163	SILVER EAGLE DISTRIBUTORS	
Registration Number:	5122164	SILVER EAGLE DISTRIBUTORS	
Registration Number:	5122165		
CORRESPONDENCE DATA			
Fax Number:	2109787709		
<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:	210-978-7771		
Email:	mmilleripdocket@jw.com		
Correspondent Name:	Mark H. Miller		
Address Line 1:	112 East Pecan Street		
Address Line 2:	SUITE 2400		
Address Line 4:	San Antonio, TEXAS 78205		
ATTORNEY DOCKET NUMBER:	106916.01818		
NAME OF SUBMITTER:	Mark H. Miller		
SIGNATURE:	/mark h miller/		
DATE SIGNED:	07/08/2019		

CH \$115.00 5122162

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 3, 2019 (this "Agreement"), made by **SILVER EAGLE DISTRIBUTORS, L.P.**, a Texas limited partnership with a principal place of business located at 4609 New Highway 90 West, San Antonio, Texas 78237 (collectively "Grantor"), in favor of **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, as Administrative Agent, for the ratable benefit of the Secured Parties, whose address is, 2000 McKinney, Suite 700, Dallas, Texas 75201, (together with its successors and assigns, "Administrative Agent").

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit I** hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms of a Credit Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Credit Agreement") among the Grantor, as borrower, the lenders party thereto from time to time (the "Lenders"), and Texas Capital Bank, National Association, as administrative agent for the Lenders (together with any successor Administrative Agent, "Administrative Agent"), the Lenders have agreed to extend certain revolving credit loan facilities to the Grantor; and

WHEREAS, the Grantor has agreed to grant to Lenders a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Credit Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lenders' entry into the Credit Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Administrative Agent; and

WHEREAS, the Grantor and the Administrative Agent by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Credit Agreement, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its trademark intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) its trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Administrative Agent.

3. **License.** This Agreement is subject to all of the terms and provisions of the Trademark License Agreement dated as of even date herewith between Grantor and Silver Eagle Distributors Houston, LLC.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement and the other Loan Documents, including the Guaranty and Security Agreement, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Loan Documents and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by email in pdf format), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement and the other Loan Documents constitute the entire agreement among the parties hereto and thereto and their affiliates regarding the subject matters hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject

matters. Delivery of an executed counterpart to this Agreement by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law; Jurisdiction and Venue; WAIVER OF JURY TRIAL.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Western District of Texas, and of any state court of the State of Texas located in Bexar County and of any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such District Court or such state court or, to the extent permitted by applicable law, such appellate court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Grantor or its properties in the courts of any jurisdiction. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

SILVER EAGLE DISTRIBUTORS, L.P.

By: SILVER EAGLE MANAGEMENT, L.L.C.,
its General Partner

By: [Signature]

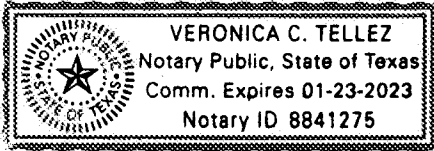
Name: Robert L. Boblitt, Jr.

Title: President and Chief Operating Officer

STATE OF Texas

COUNTY OF

The foregoing instrument was acknowledged before me this 28th day of June, 2019, by Robert L. Boblitt, Jr., President and Chief Operating Officer of Silver Eagle Management, L.L.C., on behalf of said entity in its capacity as General Partner of Silver Eagle Distributors, L.P., on behalf of said entity, who is personally known to me or who has produced TX DL as identification, and did take an oath.




[Signature]
Notary Public for the State of Texas
Printed Name: Veronica C. Tellez

My Commission Expires: 1-23-23

ACCEPTED AND AGREED:

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: 
Name: Annalese B. Smolik
Title: Senior Vice President

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
5,122,162	SILVER EAGLE	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.
5,122,163	SILVER EAGLE DISTRIBUTORS	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.
5,122,164	SILVER EAGLE DISTRIBUTORS	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.
5,122,165	LOGO (Eagle)	Issued	April 13, 2016	January 17, 2017	Silver Eagle Distributors, L.P.