## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM535281

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE TRU SHRIMP COMPANY		07/31/2019	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	EAGLE ENERGY, LLC
Street Address:	c/o DAK, 304 Splitrock Blvd.
Internal Address:	Suite 201
City:	Brandon
State/Country:	SOUTH DAKOTA
Postal Code:	57005
Entity Type:	Limited Liability Company: SOUTH DAKOTA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	88514834	VRAYOS
Registration Number:	5201469	TRU

## **CORRESPONDENCE DATA**

Fax Number: 6123408827

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: 612-492-6842

Email: ip.docket@dorsey.com

Jeffrey R. Cadwell, Dorsey & Whitney LLP **Correspondent Name:** 

50 South Sixth Street Address Line 1:

Address Line 2: **Suite 1500** 

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	08/05/2019

## **Total Attachments: 4**

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is dated effective as of July 31, 2019, by and from THE TRŪ SHRIMP COMPANY, a Delaware corporation (the "Grantor"), to and in favor of EAGLE ENERGY, LLC, a South Dakota limited liability company (the "Grantee").

WHEREAS, the Grantor and the Grantee have entered into a Loan Agreement dated effective as of July 31, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, the Grantor and the Grantee have entered into a Security Agreement of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement, or to the extent not defined therein, the Loan Agreement.

#### 2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations.
- (b) The Grantor hereby grants to the Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with all goodwill associated with such Trademarks and the business in which they are used.
- (c) The Grantor hereby further authorizes the Grantee: (i) to modify this Confirmatory Grant, without the necessity of the Grantor's further approval or signature, by amending Exhibit A hereto to include any other trademark applications and registrations in which the Grantor now has or hereafter acquires any right, title, or interest; and (ii) to take such further actions as may be necessary or appropriate to obtain and perfect the Grantee's security

TRADEMARK REEL: 006712 FRAME: 0449 interest in any such right, title, or interest of the Grantor (including but not limited to recording such amended Confirmatory Grant with the United States Patent and Trademark Office).

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

GRANTOR:

THE TRUSHRIMP COMPANY

Name:

Its:

Confirmatory Grant of Security Interest in Trademarks

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

# **Exhibit A - SCHEDULE OF TRADEMARKS**

## **United States Trademarks:**

**RECORDED: 08/05/2019** 

<u>Holder</u>	<u>Mark</u>	Serial No.	U.S. Reg. No.
The trū Shrimp Company	Trū	86981969	5201469
The trū Shrimp Company	VRAYOS	88514834	Pending

Exhibit A

TRADEMARK REEL: 006712 FRAME: 0452