

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxe Minerals LLC		08/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd		
Internal Address:	MAC: D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5489549	LUXE MINERALS	
Registration Number:	5489551	LUXE MINERALS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	08/19/2019		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 12, 2019, by LUXE MINERALS LLC, a Delaware limited liability company, located at 6500 River Place Blvd., Bldg. 5, Ste. 150, Austin, TX 78730 (“Assignor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, located at 1525 West W.T. Harris Boulevard, MAC: D1109-019, Charlotte, NC 28252, Attention: Yvette McQueen, as administrative agent (in such capacity, together with any permitted successors and assigns, “Assignee”) for the Secured Parties (as defined by reference below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement referred to below.

WHEREAS, Assignor is the registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor, the Lenders party thereto, the Issuing Bank and the Assignee have entered into a Credit Agreement, dated as of August 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Assignor and/or certain other Credit Parties are party to that certain Pledge and Security Agreement, dated as of August 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Assignee for the benefit of itself and the other Secured Parties;

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Indebtedness, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Secured Parties a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and all proceeds thereof (the “Collateral”);

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Indebtedness, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

Upon termination of the Security Agreement in accordance with Section 8.13 thereof, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in due form and at Assignor’s cost; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by the Assignee, the Lenders, or any of their respective affiliates or branches on the insolvency, bankruptcy or reorganization of any Loan Party or otherwise, all as though the payment had not been made.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ASSIGNOR:

LUXE MINERALS LLC

By: 
Name: A. Lance Langford
Title: Chief Executive Officer 

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -- LUXE MINERALS LLC]

TRADEMARK
REEL: 006723 FRAME: 0272

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

[Trademark Registrations]

Owner	Trademark	Application Filing Date	Registration Date	U.S. PTO Registration No.
Luxe Minerals LLC		04/25/2017	06/12/2018	5489549
Luxe Minerals LLC		04/25/2017	06/12/2018	5489551