

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kristen Distributing Co.		04/27/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, N.A.		
Street Address:	2350 Lakeside Blvd.		
Internal Address:	Suite 800		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88539609	DR. DELICIOUS	
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:	7132261200		
Email:	rljackson@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	600 Travis Street		
Address Line 2:	Suite 2800		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	0052705-00060		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/Robert Jackson/		
DATE SIGNED:	04/28/2020		
Total Attachments: 6			
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AMENDMENT TO SECURITY AGREEMENT
(Borrower)

THIS AMENDMENT TO SECURITY AGREEMENT (“Amendment”) dated as of April 27, 2020 (the “Amendment Effective Date”) is made and entered into by and between KRISTEN DISTRIBUTING CO., a Texas corporation (“Borrower”), and TEXAS CAPITAL BANK, in its capacity as Administrative Agent (“Administrative Agent”) for the financial institutions now or hereafter party to the Credit Agreement (hereinafter defined).

RECITALS:

Reference is hereby made to that certain Credit Agreement (as amended, restated, modified and supplemented from time to time, the “Credit Agreement”) dated as of April 27, 2020, among Borrower, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a “Lender” and, collectively, the “Lenders”), and Administrative Agent.

Reference is hereby further made to that certain Security Agreement dated as of June 10, 2016 executed by Borrower in favor of Administrative Agent (as the same may be amended, supplemented, modified, restated or replaced from time to time, the “Security Agreement”).

Borrower and Administrative Agent have agreed, on the terms and conditions herein set forth, that the Security Agreement be amended in certain respects;

NOW, THEREFORE, IT IS AGREED:

Section 1. Definitions. Terms used herein which are defined in the Credit Agreement shall have the same meanings when used herein unless otherwise provided herein.

Section 2. Amendment to the Security Agreement.

(a) On and after the Amendment Effective Date, Exhibit A to the Security Agreement shall be amended to read in its entirety as set forth on Exhibit A hereto.

(b) On and after the Amendment Effective Date, Exhibit D to the Security Agreement shall be amended to read in its entirety as set forth on Exhibit D hereto.

Section 3. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) except as expressly set forth herein, prejudice any right or rights which the Lenders may now have or may have in the future under or in connection with the Credit Agreement, the Loan Documents or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Credit Agreement, the Notes, the Security Documents and any other Loan Documents or any other documents or instruments executed in connection with any of the foregoing are and shall remain in full force and effect. In

the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 4. Governing Law. This Amendment and the rights and obligations of the parties hereunder and under the Credit Agreement shall be construed in accordance with and be governed by the laws of the State of Texas and the United States of America.

Section 5. Descriptive Headings, etc. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6. Entire Agreement. This Amendment and the documents referred to herein represent the entire understanding of the parties hereto regarding the subject matter hereof and supersede all prior and contemporaneous oral and written agreements of the parties hereto with respect to the subject matter hereof, including, without limitation, any commitment letters regarding the transactions contemplated by this Amendment.

Section 7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE §26.02

THIS AMENDMENT AND ALL OTHER LOAN DOCUMENTS EXECUTED BY ANY OF THE PARTIES BEFORE OR SUBSTANTIALLY CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF TOGETHER CONSTITUTE A WRITTEN LOAN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized offices as of the date first above written.


KRISTEN DISTRIBUTING CO
a Texas corporation

By: 

Mark Kristen, CEO

[Signature Page for Amendment to Borrower Security Agreement]

TEXAS CAPITAL BANK, N.A., as
Administrative Agent

By: 
Seth Laroche
Vice President

[Signature Page for Amendment to Borrower Security Agreement]

TRADEMARK
REEL: 006924 FRAME: 0810

EXHIBIT A

Trademarks, Copyrights and Patents

TRADEMARKS

Texas Trademark for "Boots Beverages," Registration No. 802210857

United States Trademark Application for "Dr. Delicious," Serial No. 88539609

COPYRIGHTS

None

PATENTS AND PATENT LICENSES

None

EXHIBIT D

Leased and Owned Locations

1. Leased Locations

None

2. Owned Locations

8301 North State Highway 6, Bryan, Texas 77807

2274 Industrial Boulevard, Temple, Texas 76504