

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEUAG, LLC		09/11/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue, 28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88916995	NEUAG	
Serial Number:	90046540	GROWING TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street N.W.		
Address Line 2:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	11/11/2020		
Total Attachments: 5			
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 11, 2020 by NEUAG, LLC, a Texas limited liability company (the “Grantor”), in favor of OAKTREE FUND ADMINISTRATION, LLC, in its capacity as Collateral Agent for the benefit of the Secured Parties pursuant to that certain Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the Grantor, NEWCOMB 5252, LLC, a Texas limited liability company, each of the lenders from time to time party thereto and OAKTREE FUND ADMINISTRATION, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Pledge and Security Agreement of even date herewith (the “Security Agreement”) in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. For the purpose of this Agreement, “Trademarks” shall mean, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, slogans and other source identifiers, in each case whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or jurisdiction, including all goodwill associated therewith or symbolized thereby, (b) all registrations thereof, and all registrations and applications filed in connection therewith, including in the United States Patent and Trademark Office, (c) extensions and renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (e) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (f) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) **all Trademarks of such Grantor, including those listed on Schedule I attached hereto, provided that all U.S. trademark applications that were filed pursuant to 15 U.S.C. § 1051(b)(1) based on intent to use and pending thereunder, shall not be included as a Collateral until any amendment alleging use pursuant to 15 U.S.C. § 1051(c) or a statement of use pursuant to 15 U.S.C. § 1051(d) is filed, after which all such trademarks shall immediately and automatically become Collateral and subject to all the terms and conditions under this Agreement; and**

(b) to the extent not covered by clause (a), all proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Termination. Upon the payment and performance in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NEUAG, LLC

By: 

Name: Jerry Newcomb

Title: CEO

By: 

Name: Joe D. Newcomb

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007103 FRAME: 0157

Accepted and Agreed:

OAKTREE FUND ADMINISTRATION,
LLC,
as Collateral Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: Christine Pope
Name: Christine Pope
Title: Managing Director

By: Mario Shane
Name: Mario Shane
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	FILING DATE	REGISTRATION DATE
NeuAG, LLC	88/916,995	“NEUAG”	May 14, 2020	
NeuAG, LLC	90/046,540	“GROWING TOGETHER”	July 10, 2020	

Grantor has an unregistered trademark on the following name, logo and tagline:

