

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW REI HOLDINGS LLC		12/10/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	ENTERPRISE BANK & TRUST		
Street Address:	3900 East Camelback Road, Suite 180		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	Chartered Trust Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4761989	PRIMEAGENT	
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>			
Email:	andrew.dupree@quarles.com		
Correspondent Name:	Andrew Dupree		
Address Line 1:	411 East Wisconsin Avenue, Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Andrew Dupree		
SIGNATURE:	/Andrew Dupree/		
DATE SIGNED:	12/21/2020		
Total Attachments: 5			
source=Executed TSA - New REI#page1.tif			
source=Executed TSA - New REI#page2.tif			
source=Executed TSA - New REI#page3.tif			
source=Executed TSA - New REI#page4.tif			
source=Executed TSA - New REI#page5.tif			

CH \$40.00 4761989

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “*Agreement*”), dated as of December 10, 2020, is made by NEW REI HOLDINGS LLC, an Arizona limited liability company (“*Grantor*”), with its principal place of business and mailing address at 668 North 44th Street, Phoenix, Arizona 85008, in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the “*Bank*” or “*Secured Party*”), with its mailing address at 3900 East Camelback Road, Suite 180, Phoenix, Arizona 85018, and its successors and assigns.

PRELIMINARY STATEMENTS

A. The Borrowers and the Bank are parties to a Main Street Priority Term Credit Agreement of even date herewith (as amended or modified from time to time, the “*Credit Agreement*”), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Bank has required, among other things, that each of the Grantor, the other Guarantors, and the Borrowers (each a “*Debtor*” and collectively the “*Debtors*”) grant to the Secured Party a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Party are parties to a Security Agreement of even date herewith (as amended or modified from time to time, the “*Security Agreement*”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Secured Party a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation

any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

NEW REI HOLDINGS LLC, an Arizona
limited liability company

By: 

Name: _____

David C. Tedesco

Title: _____

Chairman

Trademark Security Agreement - New REI Holdings LLC

QB65938396

TRADEMARK
REEL: 007141 FRAME: 0555

Accepted and agreed to as of the date and year first above.

ENTERPRISE BANK & TRUST

By:  _____

Name: Brian Crisp

Title: Senior Vice President

Trademark Security Agreement - New REI Holdings LLC

QB165938596

TRADEMARK
REEL: 007141 FRAME: 0556

SCHEDULE A

MARK	APPL. NO.	REG. NO.	FILING DATE/REG. DATE	STATUS
PRIMEAGENT	86/393411	4761989	September 12, 2014/June 23, 2015	Registered