

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUCCHESE, INC.		12/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VERITEX COMMUNITY BANK		
Street Address:	8214 Westchester Drive		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	State Bank: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4991257	LUCCHESE BOOTMAKER	
Registration Number:	4914077	LL	
Registration Number:	4523235	1883 LL LUCCHESE BOOTMAKER	
Registration Number:	4271731	LUCCHESE SINCE 1883	
Registration Number:	4053216	SPIRIT BY LUCCHESE	
Registration Number:	4049387	SPIRIT BY LUCCHESE	
Registration Number:	4048626	SPIRIT BY LUCCHESE	
Registration Number:	2982208	CHARLIE 1 HORSE	
Registration Number:	2979870	CHARLIE 1 HORSE	
Registration Number:	3891388	LUCCHESE SINCE 1883	
Registration Number:	2778004	CHARLIE 1 HORSE HAT CO.	
Registration Number:	1824477	CHARLIE 1 HORSE	
Registration Number:	2058519	C	
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:	713.752.4205		
Email:	kneal@jw.com		

CH \$340.00 4991257

Correspondent Name: Clinton J. Kuykendall
Address Line 1: 1401 McKinney Street
Address Line 2: Suite 1900
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER: 152353.00028

NAME OF SUBMITTER: Clinton J. Kuykendall

SIGNATURE: /Clinton J. Kuykendall/

DATE SIGNED: 12/22/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of December 22, 2020, by and between **VERITEX COMMUNITY BANK** ("Lender"), and **LUCCHESI, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement dated of even date herewith by and between Lender and Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement and the other Loan Documents.

B. Pursuant to the terms of the Loan Agreement and the other Loan Documents, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and the other Loan Documents, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business

of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LUCCHESI, INC.,
a Delaware corporation

By:  _____
Rich Salazar, Chief Financial Officer

LENDER:

VERITEX COMMUNITY BANK

By: _____
Charles Roch, Vice President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LUCCHESI, INC.,
a Delaware corporation

By: _____
Rich Salazar, Chief Financial Officer

LENDER:

VERITEX COMMUNITY BANK


By:  _____
Charles Roch, Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

**EXHIBIT C
TRADEMARKS**

Owner	Mark	Serial/Reg. No.
Lucchese, Inc.	Lucchese Bootmaker	4991257
Lucchese, Inc.	LL	4914077
Lucchese, Inc.	1883 LL Lucchese Bootmaker	4523235
Lucchese, Inc.	Lucchese Since 1883	4271731
Lucchese, Inc.	Spirit by Lucchese	4053216
Lucchese, Inc.	Spirit by Lucchese	4049387
Lucchese, Inc.	Spirit by Lucchese	4048626
Lucchese, Inc.	Charlie I Horse	2982208
Lucchese, Inc.	Charlie I Horse	2979870
Lucchese, Inc.	Lucchese Since 1883	3891388
Lucchese, Inc.	Charlie I Horse Hat Co.	2778004

CHARLIE I HORSE

SPAZE	7150078880	3/5/2004	628292143	8/7/2012	8/28/2014	REGISTERED	25
	8/2/2017	PROOF OF USE					
25 - Clothing, namely, hats, bonnets, shirts, dresses, coats, boots, shoes and belts.							
CANADA	7150070480	3/2/2004	1,038,088	2/21/2005	TMA853,344	REGISTERED	25
	2/21/2011	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
CHINA	7150070480	3/2/2004	3938371	0/28/2007	8638071	REGISTERED	25
	6/28/2010	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
INDIA	7150079400	3/4/2004	1,270,158	12/9/2005	482742	REGISTERED	25
	12/8/2010	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
MEXICO	7150079880	3/4/2004	845182	10/8/2004	884681	REGISTERED	25
	2/28/2017	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
UNITED STATES	7150071580	8/31/883	76387,259	3/11/894	1,824,477	REGISTERED	25
	3/7/2024	RENEWAL					
	3/9/2024	AFFIDAVIT W/RENEWAL					
25 - Clothing, namely, hats, caps, T-shirts.							
UNITED STATES	7150071501	2/70/2004	78378,825	7/26/2005	2,878,870	REGISTERED	25
	7/26/2023	RENEWAL					
25 - Footwear, namely boots and shoes.							

Trademark Image Report

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COUNTRY	REFERENCE	FILED	APPL#	REG DT	REG#	STATUS	CLASSES
TOTAL RESULTS FOR REPORT							

CHARLIE I HORSE (PLUS DESIGN)



SPAZE	7150478880	3/5/2004	628292194	8/7/2012	8/28/2014	REGISTERED	25
	8/2/2017	PROOF OF USE					
25 - Clothing, namely, hats, bonnets, shirts, dresses, coats, boots, shoes and belts.							
CANADA	7150470480	3/4/2004	1,268,517	5/25/2005	TMA945,371	REGISTERED	25
	3/28/2011	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
CHINA	7150470480	3/2/2004	3932588	8/7/2007	2835588	REGISTERED	25
	6/7/2010	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
INDIA	7150479880	3/4/2004	1,270,158	12/9/2005	482741	REGISTERED	25
	12/5/2010	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
MEXICO	7150479880	3/4/2004	845182	12/18/2004	884172	REGISTERED	25
	2/28/2017	PROOF OF USE					
25 - Clothing, namely, hats, caps, t-shirts, sweatshirts and jackets; footwear, namely boots and shoes; belts.							
MEXICO	7150479880	11/21/2006	820761	4/15/2007	878,678	REGISTERED	18
	4/15/2010	PROOF OF USE					
18 - Leather handbags, purses and wallets.							
UNITED STATES	7150471580	3/22/2004	78378,823	8/2/2005	2,867,258	REGISTERED	25
	8/2/2023	RENEWAL					
25 - Clothing, namely, hats, caps; footwear, namely, boots and shoes.							

CHARLIE I HORSE RAT CO. (PLUS DESIGN)



UNITED STATES	7150831580	11/15/2002	78185,433	10/29/2003	2,778,804	REGISTERED	25
	10/28/2023	AFFIDAVIT W/RENEWAL					
	10/28/2023	RENEWAL					
25 - Clothing, namely, hats and caps.							

END OF REPORT

TOTAL ITEMS SELECTED = 17

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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Best Action Date: 03/27/2018

C (PLUS DESIGN)



UNITED STATES	T15008U00	5/3/1993	74/387,810	5/8/1997	2,358,519	REGISTERED	25
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5/6/2017 AFFIDAVIT W/RENEWAL
 5/8/2017 RENEWAL

25 - Clothing, namely, hats, caps, T-shirts, sweatshirts and jackets.

C (HORSESHOE DESIGN)



MEXICO	T15008MX00	11/5/1997	913193	03/16/1997	087374	REGISTERED	25
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1/16/2011 PROOF OF USE

25 - Sombrenetas