

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lawrence Group, Inc.		12/09/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	First Bank of the Lake		
Street Address:	4558 Osage Beach Parkway		
Internal Address:	Suite 100		
City:	Osage Beach		
State/Country:	MISSOURI		
Postal Code:	65065		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2334943	LAWRENCE GROUP	
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:	314-854-8612		
Email:	jml@carmodymacdonald.com		
Correspondent Name:	Julia Lang		
Address Line 1:	120 S Central Ave Suite 1800		
Address Line 2:	Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Lang, Julia M		
SIGNATURE:	/Julia Lang/		
DATE SIGNED:	12/18/2020		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of December 9, 2020, by **THE LAWRENCE GROUP, INC.**, a Missouri corporation (the "**Grantor**"), in favor of and for the benefit of **FIRST BANK OF THE LAKE**, a Missouri state-chartered bank (together with its successors and/or assigns, the "**Bank**").

RECITALS

A. **LAWRENCE GROUP ONE, INC.**, a Missouri corporation (the "**Borrower**"), has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the Bank, pursuant to which the Bank has agreed to make a loan or loans to Borrower, subject to the terms and conditions set forth therein (the "**Loan**"). Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. The Borrower owns 100% of the Equity Interests of the Grantor, and Grantor will materially benefit from the Bank making the Loan to Borrower pursuant the Credit Agreement.

D. Pursuant to the terms of that certain Security Agreement dated as of the date hereof executed by Grantor, the Borrower and the other Debtors (as such term is defined therein), for the benefit of Bank (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and

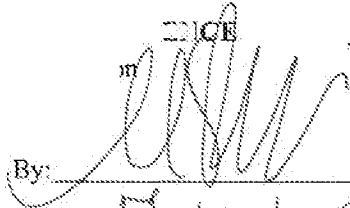
any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items (1) through (3) being herein collectively referred to as the "**Trademark Collateral**").

This security interest and Lien (as defined in the Credit Agreement) is granted in conjunction with the security interests and Liens granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Balance of this page intentionally left blank.]
[Signature page(s) to follow.]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

By:  Michael C. Schmaare
President

SCHEDULE 1

(Trademark Collateral)

Trademark	Applicant/ Registrant	Jurisdiction	Application Date	Registration Date	Renewal Date	Registration Number	Application Number
LAWRENCE GROUP	The Lawrence Group, Inc.	Federal	October 30, 1998	March 28, 2000	March 28, 2030	2334943	75580288