

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Modus Systems, LLC		06/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Buc-ee's, Ltd.		
<b>Street Address:</b>	327 FM 2004 Road		
<b>City:</b>	Lake Jackson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77566		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4696802	TOOSHLIGHTS	
<b>Registration Number:</b>	4672688	TOOSHLIGHTS	
<b>Registration Number:</b>	6153601	KNOW WHERE TO GO	
<b>Registration Number:</b>	5752021	TOOSHLIGHTS	
<b>Registration Number:</b>	5944636	O	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
<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>			
<b>Phone:</b>	12148558000		
<b>Email:</b>	chris.andersen@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Andrea Shannon		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 2:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-7932		
<b>ATTORNEY DOCKET NUMBER:</b>	1001169684		
<b>NAME OF SUBMITTER:</b>	Chris Andersen		
<b>SIGNATURE:</b>	/chris andersen/		
<b>DATE SIGNED:</b>	06/03/2021		

OP \$140.00 4696802

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of June 2, 2021, is made by Modus Systems, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of Buc-ee’s, Ltd., a Texas limited partnership (the “**Lender**”).

WHEREAS, the Grantor has executed and delivered Promissory Note, dated as of the date hereof (the “**Note**”), in favor of the Lender;

WHEREAS, as a condition to the making of the Loan by the Lender, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Lender (the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all right, title, and interest of Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks to record and register this IP Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

6. Governing Law. This IP Security 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 IP Security 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MODUS SYSTEMS, LLC

By: \_\_\_\_\_


Name: *Allen Klaron*

Title: *CEO*

AGREED TO AND ACCEPTED:

BUC-EE'S, LTD.

By: Buc-ee's Management, LLC, its sole  
general partner

By:  \_\_\_\_\_

Name: Joe O'Leary

Title: Vice President

Schedule 1

Patents

Patents and Patent Applications:

Asset Type	Name/Title	Application/Serial Number	Registration/Issued Number	Status
Issued Patent	RESTROOM STALL OCCUPANCY INDICATOR SYSTEM	US App 14/628,177	US 9,574,374	Granted
Issued Patent	RESTROOM STALL OCCUPANCY INDICATOR SYSTEM	US App 15/403,802	US 10,081,968	Granted

Schedule 2

Trademarks

Trademark Registrations and Trademark Applications:

Asset Type	Name/Title	Application/Serial Number	Registration/Issued Number	Status
Registered TM	TOOSHLIGHTS (standard character mark)	86067775	4696802	Registered
Registered TM	TOOSHLIGHTS (design)	86069772	4672688	Registered
Applied TM	KNOW WHERE TO GO	87550263	6153601	Registered
Registered TM	TOOSHLIGHTS and Design	87550362	5752021	Registered
Registered TM	O and Design	87550297	5944636	Registered