

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708561

<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>
Clarke Acquisitions Company, Inc.		02/14/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Financial Bank, N.A.		
<b>Street Address:</b>	151 W. Southlake Blvd.		
<b>City:</b>	Southlake		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76092-6143		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3075323	BUSH'S CHICKEN!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8173340271		
<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>	(817) 336-8651		
<b>Email:</b>	rmeigs@mcdonaldlaw.com		
<b>Correspondent Name:</b>	Randy Meigs		
<b>Address Line 1:</b>	777 Main Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102		
<b>NAME OF SUBMITTER:</b>	Randy Meigs		
<b>SIGNATURE:</b>	/Randy Meigs/		
<b>DATE SIGNED:</b>	02/15/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of February 14, 2022, is made by and between Clarke Acquisitions Company, Inc., a Texas corporation (the "Borrower") and Patrick J. Clarke (the "Guarantor") in favor of First Financial Bank, N.A. (the "Lender"), a national banking association.

WHEREAS, the Borrower and Guarantor have entered into a Loan Agreement dated as of February 14, 2022 (the "Loan Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of February 14, 2022, made by and between the Borrower, Guarantor and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower, and agrees to execute and deliver this Trademark 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. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

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

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring 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. Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark 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. Nothing in this Trademark Security Agreement shall be deemed to limit the rights and remedies of Lender with respect to the Trademark Collateral as provided for in the Loan Agreement, the Security Agreement, and related documents.

4. Borrower Remains Liable. Borrower shall have full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks subject to a security interest hereunder.

5. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security 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 Trademark 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 Trademark 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 (whether of the State of Texas or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Borrower and Guarantor have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Borrower:

Clarke Acquisitions Company, Inc.  
a Texas corporation

By: *Patrick J. Clarke*  
Patrick J. Clarke, President

Guarantor:

*Patrick J. Clarke*  
Patrick J. Clarke

AGREED TO AND ACCEPTED:

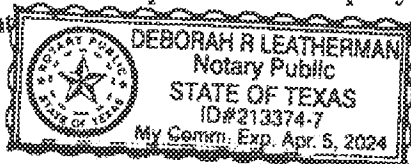
Lender:

First Financial Bank, N.A.,  
a national banking association

By: *F. Mills Shallene II*  
F. Mills Shallene II  
Market President – Wise County

STATE OF TEXAS           §  
  §  
COUNTY OF WISE       §

On the 14th day of February, 2022, before me personally appeared Patrick J. Clarke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Clarke Acquisitions Company, Inc., a Texas corporation, and acknowledged the instrument to be the free act and deed of Clarke Acquisitions Company, Inc. for the uses and purposes mentioned in the instrument.



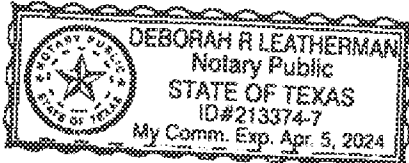
*Deborah R Leatherman*  
Notary Public

Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS           §  
   §  
COUNTY OF WISE           §

On the 14th day of February, 2022, before me personally appeared Patrick J. Clarke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his individual capacity and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

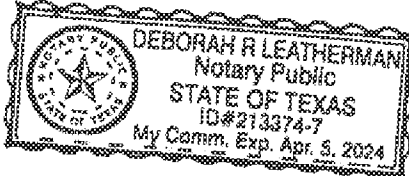


*Deborah R Leatherman*  
.....  
Notary Public

.....  
Printed Name  
My Commission Expires: .....

STATE OF TEXAS           §  
   §  
COUNTY OF WISE           §

On the 14th day of February, 2022, before me personally appeared F. Mills Shallene II, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Market President – Wise County of First Financial Bank, N.A., a national banking association, and acknowledged the instrument to be the free act and deed of First Financial Bank, N.A. for the uses and purposes mentioned in the instrument.



*Deborah R Leatherman*  
.....  
Notary Public

.....  
Printed Name  
My Commission Expires: .....

**SCHEDULE 1**  
**TRADEMARKS**

**Trademark Registrations**

Mark	Owned/ Licensed	Registration Number	Registration Date	Name of Registered Owner
BUSH'S CHICKEN!	Owned	3075323	April 4, 2006	Clarke Acquisitions Company, Inc.

**Trademark Application - None**