

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARRETT CONTAINER SYSTEMS, INC.		11/14/2022	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A., as administrative agent		
Street Address:	8117 Preston Rd		
Internal Address:	Suite 220		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3346886	GCS	
Registration Number:	3287645	GCS	
Registration Number:	3692432	TOP DAWG	
Registration Number:	3751445	TOP DAWG	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	64657-91		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	11/21/2022		

CH \$115.00 3346886

Total Attachments: 6

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November 14, 2022

TRADEMARK SECURITY AGREEMENT

WHEREAS, GARRETT CONTAINER SYSTEMS, INC., a Virginia corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement (as defined in the Security Agreement), as applicable), among Grantor, each other signatory party thereto, and Sunflower Bank, N.A., as administrative agent for its benefit and the benefit of each of the other Secured Parties ("Administrative Agent"), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains, in each case constituting Collateral (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties 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.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

GARRETT CONTAINER SYSTEMS, INC.,
a Virginia corporation

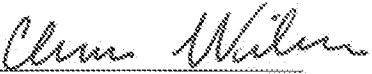
By: 

Name: John Albers

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

SUNFLOWER BANK, N.A.

By: 
Chase Wildes
Senior Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

(a) TRADEMARK REGISTRATIONS

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Garrett Container Systems, Inc.	Owner	GCS	3346886	IC 012 IC 018 IC 020	Trailers to transport kennels; Portable animal carriers; Dog kennels; kennels with carriers; portable carriers.	December 4, 2007	USA
Garrett Container Systems, Inc.	Owner	GCS	3287645	IC 006	Containers of metal for transporting military equipment.	September 4, 2007	USA
Garrett Container Systems, Inc.	Owner	TOP DAWG	3692432	IC 021	Dog feeding dishes and pans; metal dog cages and metal transport cages for dogs.	October 6, 2009	USA

Registered Owner Garrett Container Systems, Inc.	Nature of Debtor's Interest (e.g. owner, licensee) Owner	Registered Trademark TOP DAWG	Registration No. 3751445	Int'l Class Covered IC 018	Goods or Services Covered Dog leashes; dog handling and training aids consisting of leads and lunge lines; dog muzzles; dog collars; dog harnesses; dog handler's bags in the nature of canvas, vinyl and leather pouches for holding disposable bags to place pet waste in; belt bags for holding pet restraining devices.	Date Registered February 23, 2010	Country of Registration USA
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(b) TRADEMARK APPLICATIONS

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None.							