

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RJ BORDER INTERNATIONAL, L.P.		12/05/2022	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe		
Internal Address:	Attention: Dan Duffy		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5113612	BORDER INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	TBD 506399-00004 (PSA)		
NAME OF SUBMITTER:	Evan P. Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	12/05/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated December 5, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”), is entered into between RJ BORDER INTERNATIONAL, L.P., a Texas limited partnership (the “Grantor”), and BMO HARRIS BANK N.A. (the “Lender”).

RECITALS

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “Credit Agreement”), by and among the Grantor, the other Loan Parties from time to time party thereto, and the Lender, the Lender has agreed to make certain loans and other financial accommodations available to the Grantor and the other Loan Parties thereunder pursuant to the terms and conditions set forth therein;

WHEREAS, the Lender is willing to extend the financial accommodations to the Grantor and the other Loan Parties as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Lender, that certain Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby pledges, assigns, and grants to the Lender (and its Affiliates with respect to Credit Product Obligations), and its successors and assigns, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in, to, and under all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, registered trademarks, trademark applications, registered service marks and service mark applications, all other registrations and recordings thereof, and all other applications in connection therewith, including, without limitation, (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Grantor’s business

symbolized by the foregoing or connected therewith, and (vi) all of the Grantor's rights corresponding thereto throughout the world (collectively, "Trademarks"), excluding only any 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;

(b) any agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those listed on Schedule I (collectively, "Trademark Licenses"); and

(c) all products and Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of all the Obligations, whether now owned or existing or owned, acquired, or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor and any other Loan Party to the Lender (and its Affiliates with respect to Credit Product Obligations), whether or not they are unenforceable or not allowable due to the existence of any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief involving the Grantor.

4. CREDIT AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in furtherance, and not in limitation of, the security interests granted to the Lender (and its Affiliates with respect to Credit Product Obligations), pursuant to the Credit Agreement and the other Loan Documents; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted pursuant to the Credit Agreement and the other Loan Documents. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall control to the extent necessary to eliminate such conflict.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new Trademarks or Trademark Licenses, or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks or Trademark Licenses of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. COUNTERPARTS. This Agreement is a Loan Document for all purposes under the Credit Agreement. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile, e-mail, or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

8. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

9. GOVERNING LAW; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS; VENUE; WAIVER OF JURY TRIAL. THE TERMS OF SECTIONS 10.13 AND 10.14 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, SERVICE OF PROCESS, VENUE, AND WAIVER OF JURY TRIAL (AND, WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTOR:

RJ BORDER INTERNATIONAL, L.P.,
a Texas limited partnership

By: RJ Border Management, LLC
Its: Managing Partner and General Partner

By: 
Name: Royal Jones
Title: President, Member and Manager


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007908 FRAME: 0588

Accepted and acknowledged as of the date first set forth above:

LENDER:

BMO HARRIS BANK N.A.

By: 
Name: Dan Duffy
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
RJ Border International, L.P.	USA	Mark	5,113,612	01/03/2017