

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckmasters, Ltd.		01/20/2023	Limited Partnership: ALABAMA
RECEIVING PARTY DATA			
Name:	ServisFirst Bank		
Street Address:	One Commerce St., Suite 200		
City:	Montgomery		
State/Country:	ALABAMA		
Postal Code:	36104		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2117941	RACK	
Registration Number:	3064869	BUCKMASTERS	
Registration Number:	2028310	BUCKMASTERS	
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:	2052263404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pam P Smith		
Address Line 1:	1901 Sixth Ave N Ste 1500		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Pam P Smith		
SIGNATURE:	/ppsmith/		
DATE SIGNED:	01/24/2023		
Total Attachments: 4			
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OP \$90.00 2117941

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of January 20, 2023, is made by **BUCKMASTERS, LTD.**, an Alabama limited partnership (the “**Debtor**”), in favor of **SERVISFIRST BANK**, an Alabama banking corporation (“**Secured Party**”).

WITNESSETH:

WHEREAS, the Debtor has entered into a Commercial Loan Agreement – Revolving Draw Loan dated as of September 11, 2009 (as amended and in effect from time to time, the “**Loan Agreement**”), with the Secured Party;

WHEREAS, as a condition precedent to the making of the loan by the Secured Party under the Loan Agreement, the Debtor has executed and delivered to the Secured Party that Security Agreement dated as of September 11, 2009, made by the Debtor in favor of the Secured Party (the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Debtor, and has agreed 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.** Debtor hereby pledges, assigns and grants to the Secured Party a security interest in and lien upon all of the following property of Debtor, whether now owned or existing or hereafter acquired (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in **Schedule 1** attached hereto and made a part hereof (as the same may be amended or supplemented pursuant hereto from time to time), 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;

(b) all rights of any kind whatsoever of Debtor 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. Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

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. The rights and remedies of the Security Agreement with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. 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 Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

DEBTOR:

BUCKMASTERS, LTD.,
an Alabama limited partnership

By: B. Hicks
Name: Brian Hicks
Title: Authorized Person

SCHEDULE 1

United States Trademarks

Mark	Registration Number	Registration/Application Date	Record Owner
RACK	2117941	December 2, 1997	Buckmasters, Ltd.
BUCKMASTERS	3064869	March 7, 2006	Buckmasters, Ltd.
BUCKMASTERS (Stylized/Design)	2028310	January 7, 1997	Buckmasters, Ltd.