

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBC DEVELOPMENT, LLC		02/01/2023	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	First Horizon Bank		
Street Address:	211 Franklin Road, Suite 300		
Internal Address:	Attention: Sameer Gupta		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90756997	ADVANTAGE TECHNOLOGIES	
Serial Number:	90756992	ADVANTAGE PLATFORMS	
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:	4159848700		
Email:	mpatton@omm.com		
Correspondent Name:	Madeleine Patton / Adrian Vidaurri		
Address Line 1:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0267702-00007		
NAME OF SUBMITTER:	Madeleine Patton		
SIGNATURE:	/Madeleine Patton/		
DATE SIGNED:	02/02/2023		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, RBC DEVELOPMENT, LLC, a Kansas limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into an Amended and Restated Credit Agreement dated as of February 1, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein but not defined herein shall have the meanings given to them in the Credit Agreement), by and among Grantor, certain affiliates of Grantor as Borrowers or Guarantors, the lenders from time to time party thereto, and First Horizon Bank, as administrative agent and collateral agent (in such capacities, “**Secured Party**”), pursuant to which the lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend loans to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement dated as of February 1, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of Secured Party, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrowers under the Credit Agreement and the other Loan Documents and Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral to the extent constituting Collateral (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”), in each case, solely to the extent constituting Collateral:

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law rights in and to the Trademarks in the United States and any

state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of February, 2023.

GRANTOR:

RBC DEVELOPMENT, LLC

By: 

Name: Dan Sterling

Title: President

Signature Page to Grant of Trademark Security Interest

TRADEMARK
REEL: 007969 FRAME: 0304

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	NAME
RBC Development, LLC	N/A	N/A	90756997	06/06/2021	ADVANTAGE TECHNOLOGIES
RBC Development, LLC	N/A	N/A	90756992	06/06/2021	ADVANTAGE PLATFORMS

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RECORDED: 02/02/2023

**TRADEMARK
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