

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valkre Solutions, Inc.		07/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Susser Bank		
Street Address:	3030 Matlock Road, Suite 205		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76015		
Entity Type:	Texas State Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3783422	VALKRE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	404.885.3099		
Email:	trademarks@troutman.com		
Correspondent Name:	Brandon M. Reed, Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 2:	Troutman Pepper		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	262481.000013		
NAME OF SUBMITTER:	Brandon M. Reed		
SIGNATURE:	/Brandon M. Reed/		
DATE SIGNED:	07/21/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of July 19, 2023, by and between **VALKRE SOLUTIONS, INC.**, a Delaware corporation (“*Grantor*”), as a borrower, and **SUSSER BANK**, a Texas state bank (“*Lender*”), as lender.

RECITALS:

WHEREAS, the Grantor and Lender are entering into an Amended and Restated Credit and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms used herein and not defined herein are used as defined in the Credit Agreement), by and among Grantor, the Subsidiaries of Grantor who may from time to time join as a “Borrower” or “Guarantor”, and Lender;

WHEREAS, in order to induce the Lender to enter into and extend credit to the Grantor under the Credit Agreement, the Grantor has granted to the Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral; and

WHEREAS, as a condition to the Credit Agreement, the Grantor has and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

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 parties agree as follows:

**SECTION 1
GRANT OF SECURITY INTEREST**

1.1 To secure its Obligations under the Credit Agreement and each other Loan Document, Grantor grants and pledges to the Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “*Intellectual Property Collateral*”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (but excluding any of the foregoing to the extent it constitutes Excluded Property).

1.2 Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Administrative Agent.

1.3 This security interest is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

**SECTION 2
MISCELLANEOUS**

2.1 Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 11.11 of the Credit Agreement.

2.2 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

2.3 THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

VALKRE SOLUTIONS, INC., a Delaware corporation

DocuSigned by:
By: Jerry Alderman
Name: Jerry Alderman
Title: President

LENDER:

SUSSER BANK, a Texas state bank

DocuSigned by:
By: Annaliese Smolik
Name: Annaliese Smolik
Title: Director of Technology Banking

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT CTrademarks

TM/RN/SN	Status/Key Dates	Full Goods/Services	Owner / Recordation Notes
<u>VALKRE</u> RN: 3783422 SN: 77695882	Registered: May 4, 2010 Int'l Class: 035, 041, 042 First Use: December 1, 2008 Filed: March 20, 2009	Int'l Class 35: Business information analysis; business management and consulting services. Int'l Class 41: Business training. Int'l Class 42: Providing temporary use of on-line non-downloadable software for use in data collection to provide statistical analysis and produce reports to enhance both the performance and profitability for a business and its customers.	Valkre Solutions, Inc. 220 N. Green St 220 Chicago ILLINOIS 60607