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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM836126

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Riverrock Real Estate Group, LP		08/31/2023	Limited Partnership: CALIFORNIA

RECEIVING PARTY DATA

Name:	Truist Bank	
Street Address:	245 Peachtree Center Avenue NE, 17th FI	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30303	
Entity Type:	National Banking Association: NORTH CAROLINA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4383079	RIVERROCK

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 4045723428

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 1180 Peachtree Street, NE | Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.515214
NAME OF SUBMITTER:	Angela Amico Olchaskey
SIGNATURE:	/AAmicoOlchaskey/
DATE SIGNED:	08/31/2023

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement"), dated August 31, 2023, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Truist Bank, as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Royal Property Company Intermediate LLC, a Delaware limited liability company ("Holdings"), Trident Royal Merger Sub LLC, a Delaware limited liability company (the "Initial Borrower") (which on the Closing Date shall be merged with and into, Royal Property Company Borrower LLC, a Delaware limited liability company (the "Company"), with the Company surviving such Closing Date Merger as the "Borrower") have entered into the Credit Agreement, dated as of February 2, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined differently in the Credit Agreement, as the case may be (and in the event of a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Security Agreement dated as of February 2, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated February 2, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement 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 Grantor agrees as follows:

- SECTION 1. <u>Grant of Security</u>. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the "<u>Additional Collateral</u>"):
 - (i) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");
 - (ii) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in <u>Schedule I</u> hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and
 - (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such

damages; <u>provided</u> that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. <u>Supplement to Security Agreement</u>. <u>Schedule III</u> to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 4. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement Supplement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 6. <u>Governing Law; Jurisdiction; Etc.</u> SECTION 6 (GOVERNING LAW; JURISDICTION; ETC.) OF THE IP SECURITY AGREEMENT IS INCORPORATED HEREIN AND SHALL APPLY TO THE PARTIES HERETO, MUTATIS MUTANDIS.

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

RIVERROCK REAL ESTATE GROUP, LP

By: RiverRock Real Estate Group GP, Inc., as its General Partner.

Name: Greg Courtwright

Titte: Vice President and Secretary

Address for notices:

8111 Douglas Avenue, Suite 600, Dallas, TX 75225

Acknowledged,

TRUIST BANK, as Administrative Agent

Title: Director

REEL: 008184 FRAME: 0695

Schedule I to the Intellectual Property Security Agreement Supplement

Trademarks

RECORDED: 08/31/2023

Jurisdiction	Trademark/ Appl. No./Reg. No.	Status/Key Dates	Owner Information
US Federal	RIVERROCK RN: 4383079 SN: 85772868	Registered Filed: November 6, 2012 Registered: August 13, 2013	River Rock Real Estate Group, LP