

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMCO HOLDINGS, LLC		10/24/2023	Limited Liability Company: DELAWARE
TMCO OPERATING, LLC		10/24/2023	Limited Liability Company: DELAWARE
TMCO REAL ESTATE HOLDINGS, LLC		10/24/2023	Limited Liability Company: DELAWARE
TMCO EMPLOYEE HOLDINGS, INC.		10/24/2023	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	BROADWAY NATIONAL BANK
Street Address:	1177 NE Loop 410
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78209
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6221162	TMCO
Registration Number:	4530686	TMCO, INC. THE MEASUREMENT COMPANY
Registration Number:	2942124	SURE SHOT
Registration Number:	3067666	TMCO

CORRESPONDENCE DATA

Fax Number: 3144801505
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: 314-480-1500
Email: PTO-SL@huschblackwell.com
Correspondent Name: DAN S. COHN
Address Line 1: Husch Blackwell LLP
Address Line 2: 8001 Forsyth Blvd., Suite 1500

TRADEMARK

REEL: 008254 FRAME: 0491

Address Line 4:	St. Louis, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	566064-2
NAME OF SUBMITTER:	Liz Behling
SIGNATURE:	/Liz Behling/
DATE SIGNED:	11/09/2023

Total Attachments: 6

source=4869-1152-1679.1 TRADEMARK SECURITY AGREEMENT - BROADWAY BANK - TMCO (fully-executed)#page1.tif

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") dated as of **OCTOBER 24, 2023** (the "Effective Date"), is by **TMCO HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **TMCO OPERATING, LLC** ("Operating"), a Delaware limited liability company, **TMCO REAL ESTATE HOLDINGS, LLC**, a Delaware limited liability company ("Real Estate Holdings"), **TMCO EMPLOYEE HOLDINGS, INC.**, a Texas corporation ("Employee Holdings" and together with Holdings, Operating, and Real Estate Holdings, jointly and severally, "Debtor"), in favor of **BROADWAY NATIONAL BANK**, a national banking association ("Lender").

RECITALS

WHEREAS, Debtor and Lender are parties to a certain **LOAN AND SECURITY AGREEMENT** dated as of October 24, 2023 (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time, the "Agreement") (capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement).

WHEREAS, pursuant to the terms of the Agreement, Debtor has granted to Lender a security interest in, among other things, all of Debtor's right, title and interest in and to Debtor's trademarks, including without limitation those trademarks filed in the United States Patent and Trademark Office set forth in Schedule I attached hereto.

WHEREAS, it is the purpose of this Agreement to memorialize the grant of the security interest in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set forth hereafter, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security Interest in Trademark Collateral.** Debtor hereby grants to Lender, a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark applications, including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark licenses under any right in Intellectual Property; and

(d) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark license under any right in Trademark Collateral, or (ii) injury to the goodwill associated with any trademark or any trademark license under any right in Trademark Collateral.

2. **Security for Obligations.** This Security Agreement and the security interest created hereby secures the payment and performance of all the Indebtedness (as defined in the Loan Agreement), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Debtor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Debtor.

3. **Security Agreement.** The security interests granted pursuant to this Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

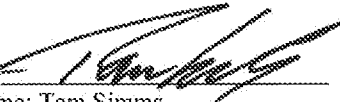
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DEBTOR:

ADDRESS:

TMCO HOLDINGS, LLC


4100 N. Sam Houston Parkway W., Suite 200B
Houston, TX 77086

By: 
Name: Tom Simms
Title: Chief Financial Officer

STATE OF TEXAS
COUNTY OF HARRIS

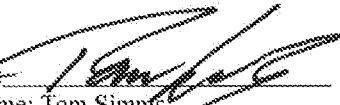
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This instrument was acknowledged before me on 10/24, 2023, by Tom Simms, Chief Financial Officer of TMCo Holdings, LLC, a Delaware limited liability company, on behalf of said entity.


Notary Public, State of TEXAS

TMCO OPERATING, LLC


4100 N. Sam Houston Parkway W., Suite 200B
Houston, TX 77086

By: 
Name: Tom Simms
Title: Chief Financial Officer

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on 10/24, 2023, by Tom Simms, Chief Financial Officer of TMCo Operating, LLC, a Delaware limited liability company, on behalf of said entity.


Notary Public, State of TEXAS

TMCO REAL ESTATE HOLDINGS, LLC


4100 N. Sam Houston Parkway W., Suite 200B
Houston, TX 77086

By: 
Name: Tom Simms
Title: Chief Financial Officer

STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on 10/24, 2023, Tom Simms, Chief Financial Officer of TMCo Real Estate Holdings, LLC, a Delaware limited liability company, on behalf of said entity.


Notary Public, State of TEXAS

TMCO EMPLOYEE HOLDINGS, INC.

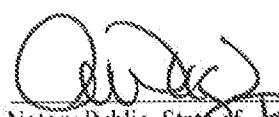
4100 N. Sam Houston Parkway W., Suite 200B
Houston, TX 77086

By: 
Name: Tom Simms
Title: Chief Financial Officer



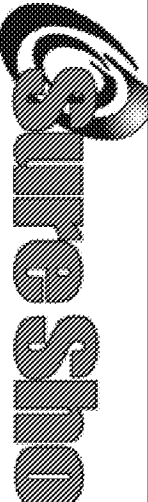
STATE OF TEXAS
COUNTY OF HARRIS




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This instrument was acknowledged before me on 10/24, 2023, Chief Financial Officer of TMCo Employee Holdings, Inc., a Texas corporation, on behalf of said entity.


Notary Public, State of TEXAS

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
LIST OF TRADEMARKS AND TRADEMARKS APPLICATIONS

Intellectual Property	Jurisdiction (if registered)	Registration or Application Number (if registered)
	United States	6,221,162 granted on 12/15/2020
	United States	4,530,686 granted on 5/13/2014
	United States	2,942,124 granted on 4/19/2005
TMCO	United States	3,067,666 granted on 3/14/2006
TMCO	Canada	Application #766,895 filed on 5/14/2010

	Canada	946,028 granted on 8/11/2016
TMCO	Mexico	832693 granted on 5/25/2004
	Mexico	1411438 granted on 11/14/2013
TMCO	United Kingdom	2,354,883 granted on 7/16/2004
	United Kingdom	3017446 granted on 8/9/2013