TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM866619

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Greater Metroplex Interiors, LLC		01/02/2024	Limited Liability Company: TEXAS
Greater Metroplex Interiors Holdings, Inc.		01/02/2024	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	First Financial Bank, N.A.	
Street Address:	et Address: 151 W Southlake Blvd.	
City:	Southlake	
State/Country:	TEXAS	
Postal Code:	76092	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6393892	GMI

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,cynthia.duntz@hklaw.com

Holland & Knight LLP Correspondent Name: Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	01/08/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of January 2, 2024, by **GREATER METROPLEX INTERIORS**, **LLC.**, a Texas limited liability company, which has its principal place of business and chief executive office at 350 S Nolen Dr, Southlake, TX 76092 ("<u>Company</u>"), **GREATER METROPLEX INTERIORS HOLDINGS**, **INC.**, a Texas corporation ("<u>Holdings</u>," together with the Company, individually, each a "<u>Grantor</u>" and collectively the "<u>Grantors</u>"), in favor of **FIRST FINANCIAL BANK**, **N.A.**, with its office at 151 W Southlake Blvd, Southlake, TX 76092 ("Lender").

WITNESSETH:

WHEREAS, Grantors are party to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, modified or otherwise supplemental from time to time, the "Loan Agreement") entered into among Grantors, Lender, and the other loan parties party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Lender this Agreement;

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, each Grantor hereby agrees as follows:

- 1. **DEFINED TERMS.** Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Article 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Each Grantor hereby pledges and grants to Lender a security interest in all of such Grantor's right, title and interest in, to and under the following whether now owned or presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):
 - (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on <u>Schedule I</u> attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products

and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

- (b) all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part, reissues, reexaminations, renewal applications, and including renewals, extensions and reissues of the foregoing (collectively, "Patents") and Patent intellectual property licenses to which it is a party, (i) including those registrations, applications and licenses referred to on Schedule II attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all goodwill of the business connected with the use of Patents and Patent intellectual property licenses, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit; and
- (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) rights to sue for past, present, and future infringements thereof, (vi) any and all rights to use any copyright or copyright registration now owned or hereafter acquired by Grantor under any written or oral agreement granting any such right, in each case to the extent assignable by Grantor and (vii) all products and proceeds of the foregoing, including the copyrights listed on Schedule III attached hereto.

Notwithstanding the foregoing, the security interest granted herein does not include any "intent to use" trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); <u>provided</u> that, upon such acceptance, such intent-to-use trademark application shall automatically and without further action by any Person be considered Intellectual Property Collateral.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and any other Loan Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the

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

- 4. **REPRESENTATIONS AND WARRANTIES**. Each Grantor hereby represents and warrants that the trademarks and trademark applications listed on <u>Schedule II</u> attached hereto, the Patents and Patent intellectual property licenses listed on <u>Schedule II</u> attached hereto and the copyrights and copyright registrations and licenses listed on Schedule III attached hereto constitute all U.S. federally registered trademarks, trademark applications, Patents and Patent intellectual property licenses and copyrights and copyright licenses registered to Grantor as of the date of this Agreement.
- 5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Facsimile or portable document format (.pdf) signatures or any other electronic Transmission of a signature hereto shall be effective as originals.
- 6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND SUBMISSION TO JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND SUBMISSION TO JURISDICTION SET FORTH IN SECTIONS 9.16 thru 9.19 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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In Witness Whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GREATER METROPLEX INTERIORS HOLDINGS, INC.

By:

Name: T. Mikal Darden

Title: President

GREATER METROPLEX INTERIORS, LLC

By:_____

Name: T. Mikal Darden

Title: President

REEL: 008311 FRAME: 0299

Accepted and Agreed:

FIRST FINANCIAL BANK, N.A.

Xame: Shel

Title: President and CEO

[Signature Page to Intellectual Property Security Agreement]

$\underline{SCHEDULE\ I-TRADEMARKS}$

Mark	Number	Date	Country	Owner
Gmi	6,393,892	9/23/20	U.S	Greater Metroplex Interiors, Inc.

SCHEDULE II – PATENTS

<u>None</u>

SCHEDULE III – COPYRIGHTS

None

RECORDED: 01/08/2024