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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI96555

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TRUEDATA SOLUTIONS, INC.		03/14/2024	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Company Name:	SUSSER BANK
Street Address:	3030 Matlock Rd
Internal Address:	Suite 101
City:	Arlington
State/Country:	TEXAS
Postal Code:	76015
Entity Type:	State Bank: TEXAS

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	7095820	TRUEDATA

#### **CORRESPONDENCE DATA**

**Fax Number:** 2159814750

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:** 2159814000

**Email:** emily.newcomer@troutman.com,sara.harvell@troutman.com

Correspondent Name: Emily Newcomer

Address Line 1: 3000 Two Logan Square
Address Line 2: Eighteenth and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	262481.000023	
NAME OF SUBMITTER:	Sara Harvell	
SIGNATURE:	Sara Harvell	
DATE SIGNED:	03/15/2024	

#### **Total Attachments: 6**

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of March 14, 2024, by and between TRUEDATA 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 a Credit and Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined herein are shall have the meaning assigned to them in the Credit Agreement), by and among Grantor, the Subsidiaries of Grantor who may from time to time join as a "Borrower" or "Guarantor" thereto, 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 promises 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.
- 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.

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# 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.
- This Agreement may be executed in any number of counterparts and by different parties in 2.2 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.
- THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED 2.3 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]

2

169229719v4 TRADEMARK 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**:

TRUEDATA SOLUTIONS, INC. a Delaware corporation

By: B780EC2E
Name: Scott Conine

Title: Chief Executive Officer, President, Secretary,

Treasurer

LENDER:

SUSSER BANK

a Texas state bankscusigned by:

SV. Calel B. McCasland

Name: Caleb McCasland
Title: Vice President

**EXHIBIT A** 

Copyrights

None.

169229719v4

**EXHIBIT B** 

**Patents** 

None.

169229719v4

# **EXHIBIT C**

# **Trademarks**

Owner	Mark	Country	Reg. Number	Reg. Date	Status
TrueData Solutions, Inc.	TRUEDATA	USA	7,095,820	July 4, 2023	Active

169229719v4

**RECORDED: 03/15/2024**