

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sampler Stores, Inc.		10/18/2018	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street, 20E		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5135859	KANSAS SAMPLER	
Registration Number:	3723700	RALLY HOUSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3172371029		
Email:	Abe.Shanehsaz@FaegreBD.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 N. MERIDIAN STREET, SUITE 2700		
Address Line 4:	INDIANAPOLIS, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	980738.29		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	10/19/2018		
Total Attachments: 5			
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OP \$65.00 5135859

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 18, 2018, is executed by SAMPLER STORES, INC., a Kansas corporation (together with its successors and assigns, "Grantor"), in favor of BMO HARRIS BANK N.A. (the "Lender").

Recitals

A. Grantor, the other Borrowers party thereto, and the Lender are entering into a Credit and Security Agreement dated as of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned or hereafter acquired Trademarks (as hereinafter defined), to secure the payment of all amounts owing by Grantor under the Credit Agreement.

C. Grantor is entering into this Agreement to perfect by filing in the United States Patent and Trademark Office the security interest of the Lender in Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Credit Agreement.

2. Grant. To secure the prompt payment, performance and observance of the Obligations, Grantor grants to the Lender a continuing security interest in all of Grantor's right, title and interest in, to, and under the following, whether now existing or hereafter created or acquired (collectively, the "Trademarks"):

- (a) all trademarks (including service marks), including, without limitation, those marks identified on Schedule I attached hereto, trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;
- (b) all licenses of the foregoing, whether as licensee or licensor;
- (c) all renewals of the foregoing;
- (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world; and
- (g) all accessions to, substitutions for, and replacements, proceeds and products of the foregoing;

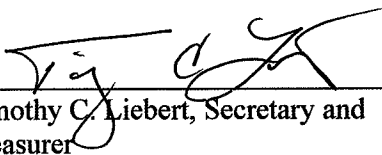
provided, that term "Trademarks" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be included within the definition of "Trademarks" hereunder.

3. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and subject to the limitations set forth therein. Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted in this Agreement 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.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

SAMPLER STORES, INC.

By: 
Timothy C. Liebert, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED:

BMO HARRIS BANK N.A.

By: _____
Kara Goodwin, Managing Director

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

SAMPLER STORES, INC.

By: _____
Timothy C. Liebert, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED:

BMO HARRIS BANK N.A.

By: Kara Goodwin
Kara Goodwin, Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006461 FRAME: 0985

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Registration Date	Registration Number
KANSAS SAMPLER	February 7, 2017	5135859
RALLY HOUSE	December 8, 2009	3723700