

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EOM ACQUISITION CORP.		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4504334	EARTH ORIGINS MARKET	
Registration Number:	4504329	EARTH ORIGINS MARKET	
Registration Number:	3978302	EARTH ORIGINS MARKET	
Registration Number:	3926983	EARTH ORIGINS MARKET	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 N. LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	37530.00.0005		
NAME OF SUBMITTER:	Aida Blekhman		
SIGNATURE:	/Aida Blekhman/		
DATE SIGNED:	09/28/2018		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of September 28, 2018 is made by EOM ACQUISITION CORP., a Delaware corporation, having its principal place of business at 7807 East 51st Street, Tulsa, Oklahoma 74145 (the “Grantor”), in favor of BANK OF AMERICA, N.A., a national banking association, having its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603, in its capacity as agent (“Agent”) for itself and the other financial institutions (the “Lenders”) from time to time party to the Loan Agreement (as defined herein).

WITNESSETH:

WHEREAS, Grantor, certain of Grantor’s affiliates (together with the Grantor, collectively the “Borrowers”), Agent and the Lenders have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Borrowers; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Borrowers’ Liabilities (as defined in the Loan Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) References to “Sections”, and “Schedules” shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”.
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Liabilities, including all renewals, extensions, restructurings and refinancings of

any or all of the Liabilities, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in and lien upon all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) trademarks and trademark applications, including, without limitation, each trademark and trademark application referred to in Schedule A, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
 - (ii) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule A and any trademark issued pursuant to a trademark application referred to in Schedule A (items (i) and (ii) of this Section being herein collectively referred to as the "Trademark Collateral").
3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only and is not an assignment.
5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.
6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Loan Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.
12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., “pdf” or “tif”) transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Upon the repayment in full and satisfaction of all the Liabilities and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

(Signature pages follow.)

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

EOM ACQUISITION CORP.

DocuSigned by:
By: Andrew C. Plummer
Name: Andrew C. Plummer
Title: Secretary

Signature Page to Trademark Security Agreement

AGENT:

BANK OF AMERICA, N.A.

By: 

Name: Charles Fairchild

Title: Senior Vice President



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TRADEMARK
REEL: 006466 FRAME: 0732

SCHEDULE A

to Trademark Security Agreement

TRADEMARKS

Owner	Mark	Application #	Registration #	Application Date	Registration Date
EOM Acquisition Corp.	EARTH ORIGINS MARKET	85914499	4504334	April 25, 2013	April 1, 2014
EOM Acquisition Corp.		85913132	4504329	April 24, 2013	April 1, 2014
EOM Acquisition Corp.		85203188	3978302	March 29, 2011	June 14, 2011
EOM Acquisition Corp.	EARTH ORIGINS MARKET	85012434	3926983	April 13, 2010	March 1, 2011