

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499451

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RK Holdings, LLP		11/26/2018	Limited Liability Partnership: ILLINOIS

RECEIVING PARTY DATA

Name:	Old National Bank
Street Address:	One DCB Plaza
Internal Address:	Attn: Tim Robinette
City:	Jasper
State/Country:	INDIANA
Postal Code:	47546
Entity Type:	state chartered bank: INDIANA

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Serial Number:	88128202	REAL WORK TOOLS
Serial Number:	88128201	REAL WORK TOOLS
Serial Number:	88078079	REAL WORK TOOLS
Serial Number:	88005820	217 GRILLING COMPANY
Serial Number:	88005817	217 GRILLING COMPANY
Serial Number:	88005814	217 GRILLING COMPANY
Serial Number:	88005809	217 GRILLING COMPANY
Serial Number:	88005804	217 GRILLING COMPANY
Serial Number:	88005798	217 GRILLING COMPANY
Serial Number:	88005795	217 GRILLING COMPANY
Serial Number:	88078083	RK FINANCE
Serial Number:	88000083	COUNTRY CRITTERS GROOMING SALON
Serial Number:	87587439	BACKROADS
Serial Number:	87529190	GOOD FRIENDS
Serial Number:	87832576	MORE TRACTOR. LESS PRICE.
Serial Number:	87832573	MORE TRACTOR. LESS PRICE.
Serial Number:	87660502	SILENT STRIKE
Serial Number:	87587437	BACKROADS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87529176	GOOD FRIENDS
Serial Number:	87529171	RAPID DRAW
Serial Number:	87529166	GOOD FRIENDS
Serial Number:	87529160	GOOD FRIENDS
Serial Number:	87621392	KRAIT
Serial Number:	87587434	RK TRACTORS
Serial Number:	87587433	RK TRACTORS
Serial Number:	87564243	FUSION
Serial Number:	87540860	LINCOLN OUTFITTERS
Serial Number:	87540859	LINCOLN OUTFITTERS
Serial Number:	87540858	LINCOLN OUTFITTERS
Serial Number:	87548279	L O
Serial Number:	87540864	LINCOLN OUTFITTERS
Serial Number:	87529177	GOOD FRIENDS
Serial Number:	87000532	GETTYSBURG
Serial Number:	87000452	GETTYSBURG
Serial Number:	87540847	L O
Serial Number:	87540857	L O
Serial Number:	87540854	L O
Serial Number:	87540861	LINCOLN OUTFITTERS
Serial Number:	87190024	COUNTRY CRITTERS
Serial Number:	87660504	SILENT STRIKE
Serial Number:	87529186	GOOD FRIENDS
Serial Number:	87564259	FUSION
Serial Number:	87529182	GOOD FRIENDS
Serial Number:	87564281	FUSION
Serial Number:	87564280	FUSION
Serial Number:	87548371	LINCOLN OUTFITTERS
Serial Number:	87631557	FARMER'S SELECT
Serial Number:	87631554	FARMER'S SELECT
Serial Number:	87631552	FARMER'S SELECT
Serial Number:	87587442	BACKROADS
Serial Number:	87564246	FUSION
Serial Number:	87540855	L O
Serial Number:	87540851	L O
Serial Number:	87190027	COUNTRY CRITTERS
Serial Number:	87077081	RK
Serial Number:	87000541	GETTYSBURG

Property Type	Number	Word Mark
Serial Number:	87000538	GETTYSBURG
Serial Number:	86820920	
Serial Number:	86144527	COUNTRY WAY
Serial Number:	85501400	COUNTRY ROAD
Serial Number:	77829109	
Serial Number:	75891798	REAL WORK WEAR

CORRESPONDENCE DATA

Fax Number:

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: 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:	346005.49
NAME OF SUBMITTER:	Abe Jentry Shanehsaz
SIGNATURE:	/Abe J. Shanehsaz/
DATE SIGNED:	11/26/2018

Total Attachments: 7

source=Trademark Security Agreement (Old National_Rural King)#page1.tif
source=Trademark Security Agreement (Old National_Rural King)#page2.tif
source=Trademark Security Agreement (Old National_Rural King)#page3.tif
source=Trademark Security Agreement (Old National_Rural King)#page4.tif
source=Trademark Security Agreement (Old National_Rural King)#page5.tif
source=Trademark Security Agreement (Old National_Rural King)#page6.tif
source=Trademark Security Agreement (Old National_Rural King)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 26, 2018, by RK HOLDINGS, LLP, an Illinois limited partnership (“**Grantor**”), in favor of OLD NATIONAL BANK, as administrative agent for the Lenders under the Credit Agreement referred to below (“**Agent**”).

WITNESSETH:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral;

WHEREAS, Grantor, Rural King Realty, LLC (collectively, the “**Borrowers**”), the other Loan Parties party thereto, Agent and the other Lenders party thereto are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”) pursuant to which, among other things, the Lenders have agreed to make certain loans and other financial accommodations to Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) the Loan Parties enter into a Security Agreement, dated as of the date hereof, in favor of Agent, as administrative agent for the Lenders (as amended, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”), and (ii) Grantor execute this Agreement in order to confirm the grant of a security interest in favor of Agent to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Agent and the Lenders and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby affirms the grant to Agent, for the benefit of the Lenders, pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any such Trademark.

provided, that, notwithstanding anything to the contrary in this Agreement or any other Loan Document, (A) no term or provision of this Agreement shall constitute a grant of a security interest in any Excluded Assets and (B) the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

[Signature page follows]

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

RK HOLDINGS, LLP

By:  _____
Don Davis, Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

OLD NATIONAL BANK,
as Agent

By: _____
Name: _____
Title: _____


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

RK HOLDINGS, LLP

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

OLD NATIONAL BANK,
as Agent

By:  _____
Name: MATT MEISEL
Title: SVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
REAL WORK TOOLS	88128202	9/22/2018		
REAL WORK TOOLS	88128201	9/22/2018		
REAL WORK TOOLS	88078079	8/14/2018		
217 GRILLING COMPANY	88005820	6/19/2018		
217 GRILLING COMPANY	88005817	6/19/2018		
217 GRILLING COMPANY	88005814	6/19/2018		
217 GRILLING COMPANY	88005809	6/19/2018		
217 GRILLING COMPANY	88005804	6/19/2018		
217 GRILLING COMPANY	88005798	6/19/2018		
217 GRILLING COMPANY	88005795	6/19/2018		
RK FINANCE	88078083	8/14/2018		
COUNTRY CRITTERS GROOMING SALON	88000083	6/14/2018		
BACKROADS	87587439	8/29/2017		
GOOD FRIENDS	87529190	7/14/2017		
MORE TRACTOR. LESS PRICE.	87832576	3/13/2018	5585598	10/16/2018
MORE TRACTOR. LESS PRICE.	87832573	3/13/2018	5585597	10/16/2018
SILENT STRIKE	87660502	10/26/2017		
BACKROADS	87587437	8/29/2017		
GOOD FRIENDS	87529176	7/14/2017	5576900	10/2/2018
RAPID DRAW	87529171	7/14/2017	5576899	10/2/2018
GOOD FRIENDS	87529166	7/14/2017	5576898	10/2/2018
GOOD FRIENDS	87529160	7/14/2017	5576897	10/2/2018

Mark	Application No.	Application Date	Registration No.	Registration Date
KRAIT	87621392	9/25/2017		
RK TRACTORS	87587434	8/29/2017	5559072	9/11/2018
RK TRACTORS	87587433	8/29/2017	5559071	9/11/2018
FUSION	87564243	8/10/2017		
LINCOLN OUTFITTERS	87540860	7/24/2017		
LINCOLN OUTFITTERS	87540859	7/24/2017		
LINCOLN OUTFITTERS	87540858	7/24/2017		
L O	87548279	7/30/2017		
LINCOLN OUTFITTERS	87540864	7/24/2017		
GOOD FRIENDS	87529177	7/14/2017		
GETTYSBURG	87000532	4/14/2016		
GETTYSBURG	87000452	4/14/2016		
L O	87540847	7/24/2017		
L O	87540857	7/24/2017		
L O	87540854	7/24/2017		
LINCOLN OUTFITTERS	87540861	7/24/2017		
COUNTRY CRITTERS	87190024	9/30/2016	5498575	6/19/2018
SILENT STRIKE	87660504	10/26/2017	5480835	5/29/2018
GOOD FRIENDS	87529186	7/14/2017		
FUSION	87564259	8/10/2017		
GOOD FRIENDS	87529182	7/14/2017		
FUSION	87564281	8/10/2017		
FUSION	87564280	8/10/2017		
LINCOLN OUTFITTERS	87548371	7/30/2017		
FARMER'S SELECT	87631557	10/3/2017		
FARMER'S SELECT	87631554	10/3/2017		
FARMER'S SELECT	87631552	10/3/2017		
BACKROADS	87587442	8/29/2017	5437186	4/3/2018
FUSION	87564246	8/10/2017	5417850	3/6/2018

Mark	Application No.	Application Date	Registration No.	Registration Date
L O	87540855	7/24/2017		
L O	87540851	7/24/2017		
COUNTRY CRITTERS	87190027	9/30/2016	5356217	12/12/2017
RK	87077081	6/20/2016	5297625	9/26/2017
GETTYSBURG	87000541	4/14/2016	5188187	4/18/2017
GETTYSBURG	87000538	4/14/2016	5188186	4/18/2017
DESIGN	86820920	11/16/2015	5006772	7/26/2016
COUNTRY WAY	86144527	12/16/2013	4598979	9/2/2014
COUNTRY ROAD	85501400	12/21/2011	4306378	3/19/2013
DESIGN	77829109	9/17/2009	3990665	7/5/2011
REAL WORK WEAR	75891798	1/7/2000	2454954	5/29/2001