

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RK Holdings, LLP		11/15/2021	Limited Liability Partnership: ILLINOIS
RECEIVING PARTY DATA			
Name:	Old National Bank		
Street Address:	123 Main Street		
City:	Evansville		
State/Country:	INDIANA		
Postal Code:	47708		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2927520	RURAL KING	
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@FaegreDrinker.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	346005.49		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	11/17/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 15, 2021, by RK HOLDINGS, LLP, an Illinois limited liability 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 referred to below;

WHEREAS, Grantor, the other Loan Parties party thereto, Agent and the other Lenders party thereto are parties to that certain Amended and Restated Credit Agreement, dated as of December 24, 2020 (as amended to date, and as further amended, 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 Grantor.

WHEREAS, Grantor and the other Loan Parties entered into a Security Agreement, dated as of November 26, 2018, in favor of Agent (as amended to date, and as further amended, restated, supplemented or otherwise modified, the “**Security Agreement**”).

WHEREAS, it is a condition precedent to the Lenders’ continued extension of credit to Grantor under the Credit Agreement that Grantor execute this Agreement in order to confirm the grant of a security interest in the Trademark Collateral 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: _____
Name: Dan Davis
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

OLD NATIONAL BANK,
as Agent

By: _____
Name: _____
Title: _____

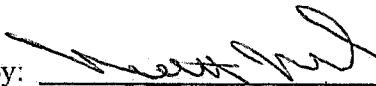
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RK HOLDINGS, LLP

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

OLD NATIONAL BANK,
as Agent

By:  _____
Name: MARK WELSH _____
Title: SVP _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Serial No.	Application Date	Registration No.	Registration Date
RURAL KING	76575178	February 10, 2004	2927520	February 22, 2005