

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delightful Boutiques 31, LLC		05/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, MC 7512		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2224179	STOCKYARDS HOTEL	
Registration Number:	5762601	H3 RANCH	
Registration Number:	5762606	BOOGER RED'S	
Registration Number:	2014792	BUFFALO BUTT	
Registration Number:	5818422	BUFFALO BUTT EVERYTHING IT'S CRACKED UP	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	032A-352116		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		

CH \$140.00 2224179

DATE SIGNED:	06/03/2022
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is entered into as of May 27, 2022, by DELIGHTFUL BOUTIQUES 31, LLC, a Delaware limited liability company ("**Grantor**"), in favor of COMERICA BANK ("**Bank**").

RECITALS:

A. Pursuant to that certain Term Loan Agreement dated as of May 27, 2022 between Grantor and Bank (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Bank intends to advance a term loan to Grantor.

B. Grantor has executed and delivered to Bank a Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents and Leases) dated as of May 27, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property to Bank to secure the payment and performance of Grantor's obligations under the Loan Documents (as defined in the Loan Agreement) (the "**Obligations**") and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are 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, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Bank, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, or to the extent a lien on such assets could give any other party a legally enforceable right to terminate Grantor's right to use such asset, and any such restriction, prohibition or requirement of consent is not rendered ineffective by §§ 9-406 through 9-409 of the UCC) (collectively, the "**Trademark Collateral**"):

(a) all of its trademarks, service marks, trade names, trade dress, other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each mark, registration and application for registration identified on Schedule 1 attached hereto and

made a part hereof (as such schedule may be amended or supplemented from time to time) (the property in this clause (a) being, collectively, the "**Trademarks**");

(b) all renewals of each of the Trademarks;

(c) all rights of Grantor in all present and future agreements containing any right or license with respect to Grantor's Trademarks when Grantor is a licensor under any such agreement, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, "**Trademark Licenses**");

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the UCC) of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor ("**Intent to Use Applications**") and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Trademark Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Bank.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. No less than annually, Grantor shall give notice in writing to Bank with respect to any such new Trademark or new Trademark License. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from Bank's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **APPLICABLE LAW.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflict of laws principles.

7. **COUNTERPARTS.** Any number of counterparts of this Trademark Security Agreement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same 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.

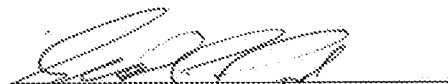
GRANTOR:

DELIGHTFUL BOUTIQUES 31, LLC,
a Delaware limited liability company

By: FW Boutique Hotels, LLC,
a Delaware limited liability company,
its Managing Member

By: Majestic Realty Co.,
a California corporation,
its Manager's Agent

By:



Name: Edward P. Roski

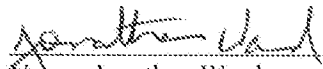
Title: President & Chairman of the Board

[signatures continue on following page]

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

COMERICA BANK

By: 
Name: Jonathan Ward
Its: Vice President-Western Market

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Country	Mark	Owner	Registration Number	Date of Registration
United States	Stockyards Hotel (word mark)	Stockyards Hotel, LLC	2224179	2/16/1999
United States	H3 Ranch (word mark)	Stockyards Hotel, LLC	5762601	5/28/2019
United States	Booger Red's (word mark)	Stockyards Hotel, LLC	5762606	5/28/2019
United States	Buffalo Butt (word mark)	Stockyards Hotel, LLC	2014792	11/12/1996
United States	Buffalo Butt Everything It's Cracked Up To Be Beer H3 (label design)	Stockyards Hotel, LLC	5818422	7/30/2019

**SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT**

None.