

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tuxedo Distributors, LLC		12/23/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	UNITED STATES		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6445984	IMOBILE	
Registration Number:	6445727	TUXEDO	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	12/28/2022		
Total Attachments: 7			
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EXECUTION VERSION

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this “Agreement”), dated as of December 23, 2022, between the undersigned (the “Debtor”) and Comerica Bank (“Secured Party”).

c

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) and between Debtor, Tuxedo Investments, Inc. and Secured Party, Secured Party has agreed to make certain credit accommodations; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the credit accommodations, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make credit accommodations available pursuant to the Credit Agreement and the related documentation thereto, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service

mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the 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 of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Any copy of a signature hereto delivered electronically or by facsimile shall be deemed as effective for all purposes as any originally executed signature page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

TUXEDO DISTRIBUTORS, LLC

By: TUXEDO INVESTMENTS, INC.

Its: Sole Member

By:




Name: H. Steve Swink

Its: President

SECURED PARTY:

COMERICA BANK

By: 
Name: Fernando Espericueta
Its: Senior Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

SEE ATTACHED

Schedule to Trademark Security Agreement

(a)


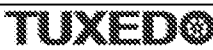
Patents

- None

Patents Licenses

- None

Trademarks

Trademark	Owner	Address	Application Number / Application Date	Registration Number / Registration Date
	Tuxedo Distributors, LLC	8320 E. Hwy 67 Alvarado TX76009	90301295 November 5, 2020	6445984 August 10, 2021
	Tuxedo Distributors, LLC	8320 E. Hwy 67 Alvarado TX76009	90296248 November 3, 2020	6445727 August 10, 2021

Common Law Trademarks

- TUXEDO (word mark)
- iDEAL (word mark)
- Premium Products at Affordable Prices (iDEAL)
- Economically Priced for Unmatched Value (TUXEDO)
- Weekly Lunch with Ron (YouTube videos)

Trademark Licenses

- None

Trade Secrets

- Proprietary and confidential business information
- Product development plans / Service offering plans
- Financial information
- Price/cost information

- Customer, vendor and supplier information

Domain Names

Domain Name	Owner	Registrar	Expiration Date
Tuxedoautoequip.com	Azure Sessums	Launchpad.com Inc.	12/23/2024
Idealautoequip.com	Private	Network Solutions, LLC	7/1/2023

(b)

Registered Copyrights

- None

Unregistered Copyrights

- Website images and content
- Advertising materials
- Product Manuals
- Product Videos
- “Lunch with Ron” YouTube video content
- Catalogue images and content, including digital catalogs such as <https://tuxedoautoequip.com/2022-digital-catalog>

Copyright Licenses

- None