

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red River Technology LLC		03/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	901 South Mopac Expressway		
Internal Address:	Building V, Suite 250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4553083	ROCK THE RED	
Registration Number:	3646261	RED RIVER THINK RED	
Registration Number:	3646260	THINK RED	
Registration Number:	3646258	RED RIVER	
Registration Number:	3646259	RED RIVER	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<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:	7132261200		
Email:	rljackson@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 Travis Street		
Address Line 2:	Suite 2800		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	0026050.4000US		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/Robert Jackson/		

OP \$140.00 4553083

DATE SIGNED:	04/03/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 7, 2018, is by and between RED RIVER TECHNOLOGY LLC, a Delaware limited liability company ("Grantor"), whose address is 21 Water St., Suite 500, Claremont, New Hampshire 03743, Attention: Bill Sailer, and CADENCE BANK, N.A., a national banking association, whose address is 901 South Mopac Expressway, Building V, Suite 250, Austin, Texas 78746, Attention: Steven T. Prichett, Executive Vice President, in its capacity as administrative agent (in such capacity, the "Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith, by and among Agent, Grantor, and each of the Lenders now or hereafter party thereto (individually, a "Lender" and, collectively, the "Lenders").

WHEREAS, Grantor, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Grantor and Agent have entered into a Security Agreement of even date herewith (said Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Grantor does hereby grant to Agent, for the benefit and on behalf of Lenders, a continuing security interest in and to all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations:

(a) all of Grantor's right, title, and interest in and to the following (collectively the "Trademarks"): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each Trademark listed on Schedule 1 attached hereto; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent, for the benefit and on behalf of Lenders, pursuant to the General Security Agreement. Grantor does hereby further acknowledge and affirm 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 General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Grantor, and the trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

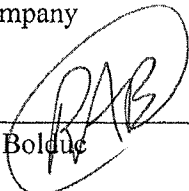
[Signature Page(s) to Follow]

IN WITNESS WHEREOF, Grantor and Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"

RED RIVER TECHNOLOGY LLC, a Delaware
limited liability company

By: _____
Name: Richard A. Bolduc
Title: President



"Administrative Agent"

CADENCE BANK, N.A.,
a national banking association, as Agent

By: _____
Name: Steven T. Prichett
Title: Executive Vice President

Attachment:

Schedule 1 - Trademarks

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006608 FRAME: 0480

IN WITNESS WHEREOF, Grantor and Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.


"Grantor"

RED RIVER TECHNOLOGY LLC, a Delaware
limited liability company

By: _____
Name: Richard A. Bolduc
Title: President

"Administrative Agent"

CADENCE BANK, N.A.,
a national banking association, as Agent

By: 
Name: Steven T. Prichett
Title: Executive Vice President

Attachment:

Schedule 1 - Trademarks

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Status</u>
US	ROCK THE RED	4,553,083	Registered
US	RED RIVER THINK RED	3,646,261	Registered
US	THINK RED	3,646,260	Registered
US	RED RIVER	3,646,258	Registered
US	RED RIVER	3,646,259	Registered

Schedule 1

America:0025630/00046: 79735448v.1

RECORDED: 04/03/2019

**TRADEMARK
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