

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cobblestone Opco, LLC		01/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2997996	COBBLESTONE	
Registration Number:	3053652	COBBLESTONE	
Registration Number:	3053650	COBBLESTONE	
Registration Number:	3053651	COBBLESTONE	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	(312) 288-3586		
Email:	CLS-ResultsChicagoUCC@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	01/29/2020		
Total Attachments: 6			
source=Trademark Security Agreement#page1.tif			

OP \$115.00 2997996

source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cobblestone Opco, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other/limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 28, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank N.A., as Administrative Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Diandra M. LaMantia
Signature

for Chapman and Cutler LLP

January 29, 2020

Date

Diandra M. LaMantia, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

GRANT OF A TRADEMARK SECURITY INTEREST

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of January 29, 2020, by COBBLESTONE OPCO, LLC, a Delaware limited liability company (“*Grantor*”), in favor of BMO HARRIS BANK N.A., having a principal address of 111 West Monroe Street, Chicago, Illinois 60603, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 29, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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


GRANTOR:


COBBLESTONE OPKO, LLC

By: 
Name: Tuck Berlin
Title: Chief Executive Officer

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

TM RECORD	TM/AN/RN DISCLAIMER	STATUS/KEY DATES	FULL GOODS/SERVICES	OWNER INFORMATION
US Federal Q12 uf 1	<u>COBBLESTONE</u> RN: 2997996 SN: 78459494	Renewed September 20, 2015 Int'l Class: 35 First Use: July 30, 1997 Filed: July 30, 2004 Registered: September 20, 2005	(Int'l Class: 35) retail convenience stores featuring gasoline and food and beverage products	Cobblestone Opco, LLC (Delaware Limited Liability Company)
US Federal Q12 uf 2	<u>COBBLESTONE</u> RN: 3053652 SN: 78459497	Renewed January 31, 2016 Int'l Class: 37 First Use: July 30, 1997 Filed: July 30, 2004 Registered: January 31, 2006	(Int'l Class: 37) automobile cleaning and car wash services; automobile service station services; automobile repair and maintenance services; automobile detail services	Cobblestone Opco, LLC (Delaware Limited Liability Company)
US Federal Q12 uf 3	<u>COBBLESTONE and Design</u>  RN: 3053650 SN: 78459483	Renewed January 31, 2016 Int'l Class: 35 First Use: July 30, 1997 Filed: July 30, 2004 Registered: January 31, 2006	(Int'l Class: 35) retail convenience stores featuring gasoline and food and beverage products	Cobblestone Opco, LLC (Delaware Limited Liability Company)
US Federal Q12 uf 4	<u>COBBLESTONE and Design</u>	Renewed January 31, 2016 Int'l Class: 37 First Use: July 30, 1997	(Int'l Class: 37) automobile cleaning and car wash services; automobile service station services;	Cobblestone Opco, LLC (Delaware Limited Liability Company)

TM RECORD	TM/AN/RN DISCLAIMER	STATUS/KEY DATES	FULL GOODS/SERVICES	OWNER INFORMATION
	 RN: 3053651 SN: 78459489	Filed: July 30, 2004 Registered: January 31, 2006	automobile repair and maintenance services; automobile detail services	