6-6-01

06-06-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ 101708574 ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

IMC, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State - Texas
- ☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Guaranty Business Credit Corporation

Internal Address: DBA Guaranty Mezzanine Ventures

Street Address: 8333 Douglas Ave. Ste. 500

City: Dallas State: Texas Zip: 75225

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☒ Corporation-State Delaware
- ☐ Other _____

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)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other Security Interest Assignment

Execution Date: May 29, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1638411

Additional number(s) attached ☐ Yes ☒ No

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

Name: Emeline Yang

Internal Address: Winstead Sechrest & Minick

5400 Renaissance Tower

Street Address: 1201 Elm Street

City: Dallas State: Texas Zip: 75270

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) ..... $ ~~40.00~~ $120.00

☒ Enclosed $120.00 expedited service

☒ Authorized to be charged to deposit account

8. Deposit account number:

23-2426

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

S. Roxanne Edwards
Name of Person Signing

S. Roxanne Edwards
Signature

5/31/01
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of May 29, 2001, by and between IMC, Inc., a Texas corporation ("Debtor"), and Guaranty Business Credit Corporation, a Delaware corporation doing business as Guaranty Mezzanine Ventures, as Collateral Agent ("Collateral Agent").

RECITALS:

A. The Debtor, Granite & Marble Holdings, Inc., I.M.C.A., Inc. (the "Companies"), Guaranty Business Credit Corporation, doing business as Guaranty Mezzanine Ventures, CapEx, L.P., and Independent Bankers Capital Fund, L.P. (collectively, the "Purchasers") have entered into that certain Note Purchase Agreement dated as of the date hereof (as the same may be amended, restated or modified from time to time, the "Note Purchase Agreement").

B. Pursuant to the Note Purchase Agreement, the Companies and the Collateral Agent have entered into that certain Security Agreement dated as of the date hereof (as the same may be amended, restated or modified from time to time, the "Security Agreement") pursuant to which the Debtor has granted to the Collateral Agent for the benefit of the Collateral Agent and the Purchasers a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark service mark registrations and applications, both foreign and domestic at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Collateral Agent's and the Purchasers' obligations under the Note Purchase Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising obligations of the Companies under the Note Purchase Agreement, the Debtor hereby grants to the Collateral Agent a security interest in, and conditionally assigns, but does not transfer title, to the Collateral Agent all of Debtor's right, title and interest in and to the Trademarks, including all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Debtor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. The Debtor shall bear any expenses incurred in connection with future applications for Trademark registration.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Collateral Agent. THE COLLATERAL AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. THE DEBTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE COLLATERAL AGENT AND THE DEBTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE COLLATERAL AGENT AND THE DEBTOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, HAVING JURISDICTION UNLESS THE COLLATERAL AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Debtor and the Collateral Agent have executed this Agreement by their duly authorized officers as of the date first above written.

IMC, INC.

By: _____
Name: JACK A. MORGAN JR.
Title: President

GUARANTY BUSINESS CREDIT CORPORATION, doing business as GUARANTY MEZZANINE VENTURES, as Collateral Agent

By: _____
Name: JOSEPH A. UNIS
Title: MANAGING DIRECTOR

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 29th day of May, 2001, by JACK A. MORGAN, JR., the President of IMC, Inc., a Texas corporation, on behalf of the corporation.

DEBRA L. CZAPLA
Notary Public, State of Texas
My Commission Expires
08/22/2001

Debra L Czapla
Notary Public
In and for the State of Texas
My Commission Expires:

STATE OF Texas)
)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 30th day of May, 2001, by Joseph R. Davis, a manager director of Guaranty Business Credit Corporation d/b/a Guaranty Mezzanine Ventures, as Collateral Agent, a Delaware corporation, on behalf of the corporation.

DEBRA L. CZAPLA
Notary Public, State of Texas
My Commission Expires
08/22/2001

Debra L Czapla
Notary Public
In and for the State of Texas
My Commission Expires:

DALLAS_1\3482571\2
05/24/2001 - 24348-2

TRADEMARK
REEL: 002266 FRAME: 0199

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS, REGISTRATIONS AND COLLECTIVE MEMBERSHIP MARKS:

Mark	Registration Number	Registration Date	Goods or Services
IMC	1638411	3/19/91	Natural stone materials for building namely marble and granite for commercial and residential use; custom design and consulting services related thereto in the field of dimensional stone materials used in commercial and residential applications

APPLICATIONS: None

COLLECTIVE MEMBERSHIP MARKS: None

UNREGISTERED MARKS: None

DALLAS_1\3482571\2
05/24/2001 - 24348-2