

02-07-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/20) Tab settings

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

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

1. Name of conveying party(ies): 2-5-03 Sammons Distribution Holdings, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

2. Name and address of receiving party(ies) Name: VPCC, L.P. Internal Address: Street Address: 1432 Wainwright Way, Suite 100 City: Carrollton State: TX Zip: 75007 Individual(s) citizenship Association General Partnership Limited Partnership Texas Corporation-State Other

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: March 19, 2001

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,162,450; 2,596,984

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrew S. Ehmke Internal Address: Haynes and Boone LLP Street Address: 901 Main Street, Suite 3100 City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 08-1394

OFFICE OF PUBLIC RECORDS 703 FEB -5 AM 7:37 FINANCE SECTION

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9. Signature. Andrew S. Ehmke Name of Person Signing

Signature

1/29/2003 Date

Total number of pages including cover sheet, attachments, and document: 4

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

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Assignment**") is effective as of the 19th day of March, 2001 (the "**Effective Date**"), by Sammons Distribution Holdings, Inc., a Delaware corporation ("**Assignor**"), for the benefit of VPCC, L.P., a Texas limited partnership ("**Assignee**").

RECITALS

WHEREAS, Assignor desires to assign to Assignee, on the terms set out herein, all right, title and interest in and to all of Assignor's inventions, patents, patent applications, trademarks, copyrights, trade secrets and other proprietary rights, including, but not limited to, those items listed in **Exhibit A** attached hereto and the goodwill of the business associated with the foregoing (the "**Intellectual Property**"); and

WHEREAS, Assignee desires to obtain, and Assignor has agreed to assign, all of Assignor's right, title and interest in the Intellectual Property according to the terms of this Agreement.

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


Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the Intellectual Property, and the right to sue for, settle, or release any past, present or future claim or damage thereof, subject to the existing Third-Party License identified in Section 2 hereof.

Section 2. Existing Third-Party License. Prior to this Assignment, Assignor represented and warranted that certain license of 19th day of March, 2001 to Hunting Vinson, Inc. (the "**Third-Party License**"). A copy of the Third-Party License is attached hereto as **Exhibit B**. Assignee takes the Intellectual Property subject to the rights of Hunting Vinson, Inc. provided in the Third-Party License and hereby confirms and ratifies the Third-Party License and agrees to be bound by its terms as if it had executed the Third-Party License in place of Assignor.

Section 3. Assistance. Assignor shall execute any and all powers of attorney, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect the rights, title and interest in Assignee, its successors, assigns and legal representatives in the Intellectual Property. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful assignments and generally do everything possible to vest title to the Intellectual Property in Assignee and its successors, assigns and legal representatives to obtain and enforce proper title to the Intellectual Property for said Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be
as of the date first written above.

SAMMONS DISTRIBUTION HOLDINGS, INC.

By: 
Name: John H. Washburn
Title: Vice President

VPCC, L.P.

By: Legacy Associates Investments, L.L.C., its
General Partner

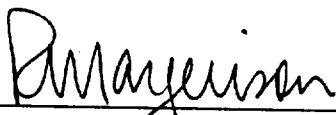
By: 
Name: Rick Margerison
Title: Chief Executive Officer

EXHIBIT A

CERTAIN INTELLECTUAL PROPERTY

1. Federal Trademark Registration
No. 2,162,450
Vinson and V design

2. Federal Trademark Application
Serial Number 76/090,842
Vinson Supply and V design

3. Federal Trademark Application
Serial Number 76/090,841
VINSON