

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sammons Distribution Holdings, Inc.		03/19/2001	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VPCC, L.P.		
<b>Street Address:</b>	1432 Wainwright Way		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75007		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2484992	V VINSON SUPPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2146515116		
<b>Email:</b>	lydia.eppshilliard@haynesboone.com		
<b>Correspondent Name:</b>	Andrew S. Ehmke		
<b>Address Line 1:</b>	901 Main Street		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	29717.4		
<b>NAME OF SUBMITTER:</b>	Andrew S. Ehmke		
<b>Signature:</b>	/Andrew S. Ehmke/		

CH \$40.00 2484992

Date:

08/23/2007

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Assignment**") is effective as of the 19<sup>th</sup> 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 on **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 sufficiency of which are hereby acknowledged, the parties agree as follows:

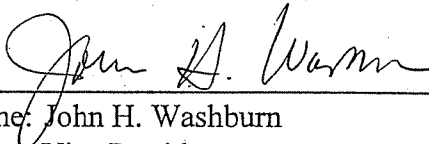
**Section 1. Assignment.** Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the Intellectual Property, and the right to sue for, settle, or release any past, present or future infringement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

**Section 2. Existing Third-Party License.** Prior to this Assignment, Assignor had granted that certain license of 19<sup>th</sup> 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, applications, 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 oaths, and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for said Intellectual Property.

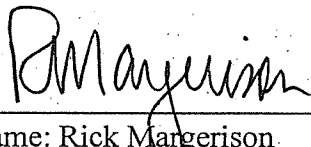
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

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