

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Registration No. 1826111 that should have been recorded as 2826111 previously recorded on Reel 005127 Frame 0676. Assignor(s) hereby confirms the response to Document ID No. 900269976 by attaching the previously recorded cover sheet..

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fritz Industries, Inc.		10/03/2013	CORPORATION: TEXAS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	1445 Ross Avenue, Suite 300
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	National Association: TEXAS

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2826111	WHITE CAP

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	8043447999
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	804-788-8331
<b>Email:</b>	HWRITM@hunton.com
<b>Correspondent Name:</b>	Stephen P. Demm - Hunton & Williams LLP
<b>Address Line 1:</b>	951 East Byrd Street
<b>Address Line 2:</b>	Riverfront Plaza - East Tower
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074

<b>ATTORNEY DOCKET NUMBER:</b>	42575.002151
<b>NAME OF SUBMITTER:</b>	Stephen P. Demm

CH \$40.00 2826111

Signature:	/Stephen P. Demm/
Date:	11/20/2013
Total Attachments: 2 source=Previously Recorded Cover Sheet#page1.tif source=Previously Recorded Cover Sheet#page2.tif	



United States Patent and Trademark Office

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*Electronic Trademark Assignment System*

## Confirmation Receipt

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Fritz Industries, Inc.		10/03/2013	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1445 Ross Ave, Suite 300		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Association: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
Property Type	Number	Word Mark	
Registration Number:	1826111	GROUARD	
Registration Number:	2267169	TURBO START	
Registration Number:	2813234	MIRACLE-ZYME	
Registration	2114550	EASY DOSE	

<b>Number:</b>		
<b>Registration Number:</b>	1132548	FRITZ-ZYME
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	8043447999	
<b>Phone:</b>	804-788-8331	
<b>Email:</b>	HWRITM@hunton.com	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Stephen P. Demm - Hunton & Williams LLP	
<b>Address Line 1:</b>	951 East Byrd Street	
<b>Address Line 2:</b>	Riverfront Plaza - East Tower	
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074	
<b>ATTORNEY DOCKET NUMBER:</b>	42575.002151	
<b>NAME OF SUBMITTER:</b>	Stephen P. Demm	
<b>Signature:</b>	/Stephen P. Demm/	
<b>Date:</b>	10/08/2013	
<b>Total Attachments: 6</b>		
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source=Trademark Security Agreement-Fritz#page6.tif		
<b>RECEIPT INFORMATION</b>		
<b>ETAS ID:</b>	TM282939	
<b>Receipt Date:</b>	10/08/2013	
<b>Fee Amount:</b>	\$140	

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 3, 2013, by and between FRITZ INDUSTRIES, INC., a Texas corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and is executed and delivered pursuant to that certain Credit Agreement, dated as of October 3, 2013 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), between Debtor and Bank (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Credit Agreement).

### RECITALS:

Pursuant to the terms of the Security Agreement dated as of October 3, 2013 (as the same may be amended or modified from time to time, the "Security Agreement"), Debtor has granted to Bank a Lien upon and security interest in all Intellectual Property (as such term is defined in the Security Agreement) of Debtor, including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Debtor's Trademarks and Trademark Licenses (as defined below) and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Bank a Lien upon and continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, as security for the payment and performance of the Obligations:

(1) (a) any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) reissues, extensions and renewals thereof; (iii) income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) rights to sue for past, present and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world; and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"), including, without limitation, each Trademark described on Schedule 1 attached hereto; (c) each trademark registration ("Trademark Registration"), including, without limitation, each Trademark Registration described on Schedule 1 attached hereto; and (d) each trademark application ("Trademark Application"), including, without limitation, each Trademark Application described on Schedule 1 attached hereto; in each case together with the goodwill of the business symbolized thereby;

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License described on Schedule 1 attached hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration, Trademark Application or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to any Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration, Trademark Application or Trademark License.

The Lien and security interest created by this Agreement is granted in conjunction with the Liens and security interests granted to Bank pursuant to the Security Agreement, which Lien and security interest shall be governed by the terms and provisions of the Security Agreement, the Credit Agreement and all other Loan Documents.

Debtor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

FRITZ INDUSTRIES, INC.

By: 

Name: Daniel P. Montgomery

Title: President and Chief Executive Officer

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: Cynthia M. Giles

Title: Senior Vice President

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration, Trademark Application or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to any Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration, Trademark Application or Trademark License.

The Lien and security interest created by this Agreement is granted in conjunction with the Liens and security interests granted to Bank pursuant to the Security Agreement, which Lien and security interest shall be governed by the terms and provisions of the Security Agreement, the Credit Agreement and all other Loan Documents.

Debtor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

FRITZ INDUSTRIES, INC.

By: \_\_\_\_\_

Name: Daniel P. Montgomery

Title: President and Chief Executive Officer

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Cynthia M. Giles

Name: Cynthia M. Giles

Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Texas )  
 )  
COUNTY OF Dallas )

This instrument was acknowledged before me this 4<sup>th</sup> day of October, 2013, by Daniel P. Montgomery, as President and Chief Executive Officer of Fritz Industries, Inc., a Texas corporation, on behalf of such corporation.

{Seal}



S. Patel  
Notary Public in and for the State of Texas  
My commission expires: 9/7/2016

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_ day of October, 2013, by Cynthia M. Giles, as Senior Vice President of Wells Fargo Bank, National Association, on behalf of such banking association.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_ day of October, 2013, by Daniel P. Montgomery, as President and Chief Executive Officer of Fritz Industries, Inc., a Texas corporation, on behalf of such corporation.

{Seal}

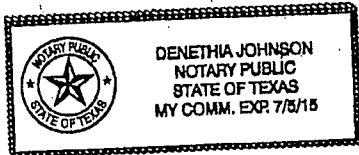
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 4<sup>th</sup> day of October, 2013, by Cynthia M. Giles, as Senior Vice President of Wells Fargo Bank, National Association, on behalf of such banking association.

{Seal}



Denethia Johnson  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: July 05, 2015

Schedule 1  
to  
Trademark Security Agreement

Mark	Owner	Serial/Reg. No.	Comments
WHITE CAP	Fritz Industries, Inc.	2,826,111	No Liens
TURBO START	Fritz Industries, Inc.	2,267,169	No Liens
MIRACLE-ZYME	Fritz Industries, Inc.	2,813,234	No Liens
EASY DOSE	Fritz Industries, Inc.	2,114,550	No Liens
FRITZ-ZYME	Fritz Industries, Inc.	1,132,548	No Liens
FRITZ-ZYME	Fritz Industries, Inc.	Texas State Reg. No. 35572	No Liens
FRITZTILE	Fritz Industries, Inc.	0815691 (9/27/1966)	No Liens