

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LKCM Distribution, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
LKCM WM Distribution, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
LKCM CW Distribution, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
LKCM CPI Distribution, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
LKCM WM Intec, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
ARD Distribution, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
Ard International, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
ICS Distribution, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS
LKCM Distribution Holdings, L. P.		12/23/2013	LIMITED PARTNERSHIP: TEXAS
TMEC Distribution, LLC		12/23/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Main Street Capital Corporation
Street Address:	1300 Post Oak Blvd., Suite 800
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark

Registration Number:	4384773	SWITCH FILTRATION
Registration Number:	4359246	
Registration Number:	3637205	TMEC

CORRESPONDENCE DATA

Fax Number: 2149694343
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-969-2877
Email: trademarkdallas@akingump.com
Correspondent Name: Akin Gump Strauss Hauer & Feld LLP
Address Line 1: PO Box 130688
Address Line 4: Dallas, TEXAS 75313-0688

ATTORNEY DOCKET NUMBER:	690127-0019
NAME OF SUBMITTER:	Sanford E. Warren, Jr.
Signature:	/Sanford E. Warren, Jr./
Date:	01/17/2014

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademark)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 23, 2013, between the undersigned (each, individually, a "Pledgor" and collectively, the "Pledgors") and Main Street Capital Corporation ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Loan Agreement dated as of December 23, 2013 (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), by and among LKCM WM Distribution, LLC ("WM"), LKCM CPI Distribution, LLC ("CPI"), LKCM CW Distribution, LLC ("CW"), ARD Distribution, LLC ("ARD"), ARD International, LLC ("ARDI"), ICS Distribution, LLC ("ICS"), and LKCM WM Intec, LLC ("WM Intec"), TMEC Distribution, LLC ("TMEC") and LKCM Distribution, LLC ("Distribution" and together with WM, CPI, CW, ARD, ARDI, ICS, WM Intec, TMEC and each other party which becomes a Borrower from time to time thereunder by execution of a joinder or otherwise the "Borrowers" and each a "Borrower"), LKCM Distribution Holdings, L.P. (the "Ultimate Holding Company" and together with Distribution, the "Holding Companies") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Loan Agreement, the Pledgors have executed and delivered that certain Security Agreement, dated as of December 23, 2013, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Loan Agreement, the Pledgors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loan) to the Borrowers pursuant to the Loan Agreement, Pledgors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Pledgor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Pledgor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Pledgor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Pledgors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Pledgors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Pledgors, execute and deliver to the Pledgors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral to the extent permitted under the Loan Agreement.

SECTION 5. Acknowledgment. The Pledgors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

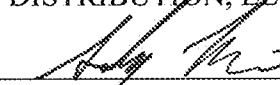
SECTION 8. Intercreditor Agreement. Notwithstanding any provision contained herein, this Agreement, the security interest in the Trademark Collateral granted hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

PLEDGORS:

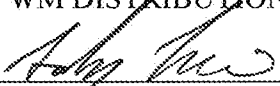
LKCM DISTRIBUTION, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown


LKCM WM DISTRIBUTION, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown

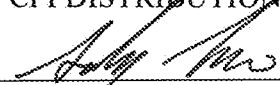
LKCM CW DISTRIBUTION, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown

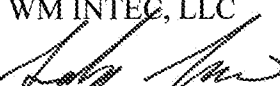
LKCM CPI DISTRIBUTION, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown

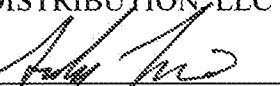
LCKM WM INTEG, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown

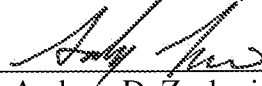
ARD DISTRIBUTION, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown

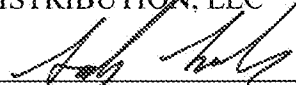
ARD INTERNATIONAL, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown


ICS DISTRIBUTION, LLC

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870
Telephone No.: (281) 295-8850
Attention: Robert Brown

LKCM DISTRIBUTION HOLDINGS, L.P.

By: 
Name: Andrew D. Zacharias
Title: Vice President

Address for Notices: 301 Commerce Street, Suite 1600
Fort Worth, Texas 76102

Fax No.: _____
Telephone No.: _____
Attention: Jacob Smith

TMEC DISTRIBUTION, LLC

By: 

Name: Michael Bornitz

Title: Manager

Address for Notices:

12610 W. Airport Blvd., Suite 100
Sugar Land, Texas 77478

Fax No.: (281) 295-8870

Telephone No.: (281) 295-8850

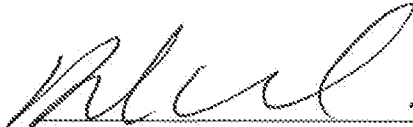
Attention: Michael Bornitz

Signature page to Intellectual Property Security Agreement

TRADEMARK
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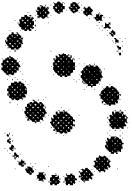
SECURED PARTY:

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation,
as Agent

By: 
Name: David Magdol
Title: Senior Managing Director

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
SWITCH FILTRATION	n/a	n/a	4,384,773	n/a	TMEC Process Filtration, LLC
	n/a	n/a	4,359,246	n/a	TMEC Process Filtration, LLC
TMEC and design	76693935	Oct. 30, 2008	3,637,205	June 16, 2009	Thermal & Mechanical Equipment, LLC