

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Davaco, Inc.		01/29/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4109265	CLEARTHREAD	
Registration Number:	2868524	DAVACO	
Registration Number:	2786113	DAVACO	
Registration Number:	2786112	DAVACO	
Registration Number:	2868523	DAVACO	
Registration Number:	2408556	FPI FIXTURE PERFECT INTERNATIONAL	
Registration Number:	2205483	FIXTURE PERFECT	
Registration Number:	4399822	ECOXERA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(214) 954-6837		
Email:	ldunn@mcsllaw.com		
Correspondent Name:	Lisa K. Dunn		

OP \$215.00 4109265

Address Line 1: 2501 N. Harwood St., Suite 1800  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	F148285
NAME OF SUBMITTER:	Lisa K. Dunn
Signature:	/Lisa K. Dunn/
Date:	01/31/2014

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is dated as of January 29, 2014, by and between **DAVACO, INC.**, a Texas corporation, whose address is 6688 N. Central Expressway, Suite 100, Dallas, Texas 75206 (“Debtor”), and **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, a national banking association, whose address is 2000 McKinney Avenue, Suite 700, Dallas, Texas 75201 (the “Secured Party”).

### **RECITALS:**

WHEREAS, Debtor owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is or will be a party to the trademark licenses granted in connection with the trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended and in effect from time to time, the “Security Agreement”), among Debtor, Secured Party and the other signatories thereto, Debtor has granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and the Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor 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:

- (1) all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) all Trademark Licenses granted in connection with the Trademarks listed on Schedule 1 annexed 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 or dilution of any Trademark, including, without limitation, the Trademarks, service marks, trade names, and trademark registrations listed on Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications listed on Schedule 1 and the Trademarks licensed under Trademark Licenses, or (b) injury to the goodwill associated with any Trademark, service mark, trade name, trademark registration or Trademark licensed under any Trademark License.

This security interest is controlled by the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing lien and security interest 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, Debtor and Secured Party have caused this Trademark Security Agreement to be duly executed as of the 29<sup>th</sup> day of January, 2014.

**DEBTOR:**

**DAVACO, INC.**, a Texas corporation

By: [Signature]  
Richard L. Davis  
Chief Executive Officer

By: [Signature]  
Gerry Geddis  
Chief Operating Officer and President

By: [Signature]  
J. Lamar Roberts  
Chief Financial Officer and Secretary

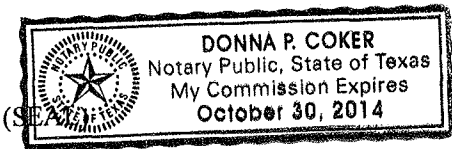
**SECURED PARTY:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, a national banking corporation

By: [Signature]  
William J. Rolley  
Senior Vice President

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2014, by Richard L. Davis, the Chief Executive Officer of Davaco, Inc., a Texas corporation, on behalf of said corporation.



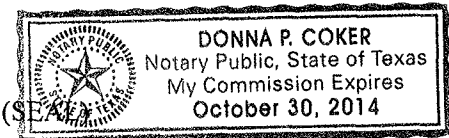
[Signature]  
Notary Public

DONNA P COKER  
Printed Name

My Commission Expires:  
10/30/14

STATE OF TEXAS           §  
   §  
COUNTY OF DALLAS       §

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2014, by Gerry Geddis, the Chief Operating Officer and President of Davaco, Inc., a Texas corporation, on behalf of said corporation.



Donna P Coker  
Notary Public

DONNA P COKER  
Printed Name

My Commission Expires:  
10/30/14

STATE OF TEXAS           §  
   §  
COUNTY OF DALLAS       §

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2014, by J. Lamar Roberts, the Chief Financial Officer and Secretary of Davaco, Inc., a Texas corporation, on behalf of said corporation.



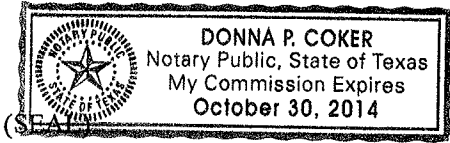
Donna P Coker  
Notary Public

DONNA P COKER  
Printed Name

My Commission Expires:  
10/30/14

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2014, by William J. Rolley, a Senior Vice President of Texas Capital Bank, National Association, a national banking association, on behalf of said association.



Donna P Coker  
Notary Public

DONNA P COKER  
Printed Name

My Commission Expires:

10/30/14

**SCHEDULE 1**

**TRADEMARKS**

All 20 years except as shown:

<b><u>TRADEMARK</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>DATED</u></b>
CLEARTHREAD	4109265	March 6, 2012
DAVACO	2868524	August 3, 2004
DAVACO	2786113	November 25, 2003
DAVACO	2786112	November 25, 2003
DAVACO	2868523	August 3, 2004
FPI FIXTURE PERFECT INTERNATIONAL	2408556	November 28, 2000
FIXTURE PERFECT	2205483	November 24, 1998
ECOXERA	4399822	September 10, 2013