

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jones Industrial Holdings, Inc.		02/05/2015	CORPORATION: TEXAS
Universal Plant Services, Inc.		02/05/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	5757 Memorial Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77007		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86362495	JJH	
Registration Number:	4652336	UNIVERSAL PLANT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	3134-1470 TMSA JONES IND		
NAME OF SUBMITTER:	Andrea Walker		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	02/05/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of February 5, 2015, (the "*Effective Date*"), by Jones Industrial Holdings, Inc., a Texas corporation, and Universal Plant Services, Inc., a Texas corporation, (collectively, "*Debtors*"), in favor of Comerica Bank, as Agent, a Texas banking association, (in such capacity, "*Secured Party*").

Recitals:

A. Debtors and Secured Party are parties to that certain Security Agreement dated as of February 5, 2015, (as amended, restated, or otherwise modified from time to time, the "*Security Agreement*"). For purposes of this Agreement, all terms defined in this Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement, unless otherwise expressly provided in this Agreement.

B. Pursuant to the terms of the Security Agreement, Debtors have granted to Secured Party, a lien and security interest in all of Debtors' right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtors' Trademarks which business is ongoing and existing, to secure the performance of the Indebtedness.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby grant and assign to Secured Party, to secure the payment and performance of the Indebtedness, a continuing security interest, lien and collateral assignment in all of Debtors' right, title, and interest in, to and under the Trademarks, whether presently existing or hereafter created or acquired, including without limitation, all registrations and recordings thereof, and all applications in connection therewith, filed in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (including without limitation those Trademarks listed on Schedule 1 to this Agreement), all licenses thereof, all extensions and renewals thereof, all 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, the right to sue for past, present, and future infringements of any of the foregoing, all products and proceeds of the foregoing, including without limitation, any claim by Debtors against third parties for past, present, or future infringement, dilution or injury to the goodwill associated with the foregoing, all rights corresponding to any of the foregoing throughout the world, and all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtors.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement. Debtors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademarks 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, Debtors and Secured Party have caused this Agreement to be duly executed by their respective duly authorized officers effective as of the Effective Date.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DEBTORS:

JONES INDUSTRIAL HOLDINGS, INC.,
a Texas corporation


By: Bradley T. Jones
Bradley T. Jones
Chief Executive Officer

UNIVERSAL PLANT SERVICES, INC.,
a Texas corporation

By: Bradley T. Jones
Bradley T. Jones
Chief Executive Officer

SECURED PARTY:

COMERICA BANK, AS AGENT,
a Texas banking association


By: 
James R. McNutt
Senior Vice President

Trademark Security Agreement -- Signature Page

TRADEMARK
REEL: 005453 FRAME: 0976

Schedule I
to
Trademark Security Agreement

TRADEMARKS

Owner of Record	Trademark	Registration / Serial No.	Registration / Filing Date	Status
Jones Industrial Holdings, Inc.	JIH & Design 	86/362,495	August 11, 2014	Pending application; published 01/27/2015
Universal Plant Services, Inc.	UNIVERSAL PLANT SERVICES	4,652,336	December 9, 2014	Registered

Trademark Security Agreement – Schedule I

DALLAS 1/6453615v.2
3134-1470 01/28/2015