

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Winzer Corporation		06/01/2015	CORPORATION: DELAWARE
FastServ Supply, Inc.		06/01/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	1250 Mockingbird Lane, Suite 200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75247		
<b>Entity Type:</b>	banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1583871	SERVICE THAT WORKS	
<b>Registration Number:</b>	2375298	WINZER SERVICE THAT WORKS	
<b>Registration Number:</b>	2991158	STAR ALLOYS	
<b>Registration Number:</b>	1387833	WINZER	
<b>Registration Number:</b>	2201473	PS	
<b>Registration Number:</b>	4270597	NEW MEXICO BOLT & SCREW CO.	
<b>Registration Number:</b>	4270598	C.C. BOLT & SCREW CO.	
<b>Registration Number:</b>	4515170	FASTSERV SUPPLY	
<b>Registration Number:</b>	4724099	FASTSERV SUPPLY	
<b>Registration Number:</b>	4621538	FASTSERV SUPPLY	
<b>Registration Number:</b>	4617909	FASTSERV SUPPLY	
<b>Registration Number:</b>	4598159	FASTSERV	
<b>Serial Number:</b>	86105699	FAST GREEN	
<b>Serial Number:</b>	86105705	ECO PLUS	
<b>Registration Number:</b>	4689727	BIO-MAX	
<b>Registration Number:</b>	4689728	SPEEDY SHIELD	
<b>Serial Number:</b>	86349638	FAST SERV	
<b>Serial Number:</b>	86477866	ECO +	

CH \$490.00 1583871

Property Type	Number	Word Mark
Serial Number:	86123068	SMOKE KNOCK OUT

**CORRESPONDENCE DATA**

**Fax Number:** 2147455390

*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.*

**Phone:** 214.745.5370

**Email:** jmuennink@winstead.com

**Correspondent Name:** Jan Muennink c/o Winstead PC

**Address Line 1:** P.O. Box 131851

**Address Line 4:** Dallas, TEXAS 75313

<b>ATTORNEY DOCKET NUMBER:</b>	3134-1203
<b>NAME OF SUBMITTER:</b>	Jan Muennink
<b>SIGNATURE:</b>	/Jan Muennink/
<b>DATE SIGNED:</b>	06/08/2015

**Total Attachments: 8**

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of June 1, 2015, by Winzer Corporation, a Delaware corporation ("Winzer") and FastServ Supply, Inc., a Texas corporation ("FastServ", and together with Winzer, "Grantor"), in favor of Comerica Bank under the Credit Agreement (the "Secured Party").

#### RECITALS

1. Grantor owns certain intellectual property.
2. Winzer and the Secured Party are parties to a Second Amended and Restated Credit Agreement dated as of June 1, 2015 (as from time to time amended, supplemented, or restated, the "Credit Agreement").
3. Pursuant to that certain Security Agreement dated as of August 31, 2005 (as from time to time amended, supplemented, or restated, the "Winzer Security Agreement") between Winzer and Secured Party and that certain Security Agreement dated as of April 17, 2015 (as from time to time amended, supplemented, or restated, the "FastServ Security Agreement") among FastServ, other affiliates of Winzer, and Secured Party, Grantor has granted to the Secured Party a continuing security interest in certain assets of Grantor, including all right, title and interest of Grantor in, to and under the Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Indebtedness as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Secured Party, to secure the Indebtedness, a continuing security interest in all of Grantor'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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Copyright in which Grantor has any interest;
- (b) each Patent in which Grantor has any interest;
- (c) each Trademark in which Grantor has any interest;
- (d) each Intellectual Property License to which Grantor is a party; and
- (e) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any of the foregoing, and all rights and benefits of Grantor under any Intellectual Property License.

"Copyright" means any the following:

- (a) any copyright under the laws of any country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for

copyrights under the laws of any country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading "Copyrights" on Schedule 1 hereto;

(b) any reissue, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing; and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

"Intellectual Property License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right:

(a) to use, copy, reproduce, distribute, prepare derivative works, display or publish any records or other materials on which a Copyright is in existence or may come into existence;

(b) with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence; or

(c) to use any Trademark,

in each case including the agreements described under the heading "Intellectual Property Licenses" on Schedule 1 hereto.

"Patent" means any the following:

(a) any letter patent and design letter patent of any country and all applications for letters patent and design letters patent of any country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading "Patents" on Schedule 1 hereto;

(b) any reissue, division, continuation, continuation-in-part, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing; and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

"Trademark" means any of the following:

(a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, brand name, trade dress, domain name, design, slogan, print or label on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing that arise under applicable law;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) any registration or application in connection therewith, including any registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any other country, or any political subdivision of any thereof, including those described under the heading "U.S. Trademark Registrations and Applications" on Schedule 1 hereto;

(d) any reissue, extension or renewal thereof;

(e) any claim for, or right to sue for, past or future infringements of any of the foregoing; and

(f) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof;

provided that Trademarks shall not include any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

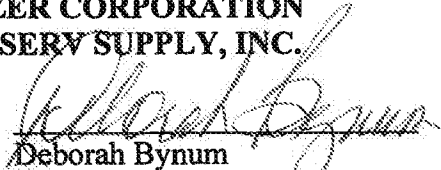
Grantor irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in its name, from time to time, in the Secured Party's discretion, so long as any Default or Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action that Grantor might take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor shall not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property 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, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of June, 2015.

**WINZER CORPORATION  
FASTSERV SUPPLY, INC.**

By:   
Deborah Bynum  
President of each entity listed above

Acknowledged:

COMERICA BANK,  
as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of June, 2015.

**WINZER CORPORATION  
FASTSERV SUPPLY, INC.**

By: \_\_\_\_\_  
Deborah Bynum  
President of each entity listed above

Acknowledged:

COMERICA BANK,  
as Secured Party

By: Margaret Aviles  
Name: MARGARETH AVILES  
Title: SVP

Schedule 1  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COPYRIGHTS**

The following websites: winzer.com and fastservsupply.com

Operations Manual for Winzer Franchise Owners last updated December 8, 2014, by Diane Vanderbilt and Pam Van Pelt of Winzer Corporation, copyrighted 2006

**PATENTS**

A. U.S. Patents and Design Patents

<u>I.D. No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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None.

B. U.S. Patent Applications

<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
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None.


C. Foreign Patents

<u>I.D. No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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None.

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

A. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Jurisdiction</u>
 SERVICE THAT WORKS	73/773742	02/20/1990	WINZER CORPORATION	USA
	1583871			
	75/805639 2375298	08/08/2000	WINZER CORPORATION	USA
 STAR ALLOYS	76/565741 2991158	09/06/2005	WINZER CORPORATION	USA
 WINZER	684679 866507	10/27/2004	WINZER CORPORATION	Mexico



WINZER	684678	10/27/2004	WINZER CORPORATION	Mexico
	865442		WINZER CORPORATION	Mexico
	684681	10/27/2004	WINZER CORPORATION	Mexico
	866508		WINZER CORPORATION	Mexico
				
	73/527637	03/25/1986	WINZER CORPORATION	USA
	1387833		WINZER CORPORATION	USA
	75/381317	11/03/1998	PSC ENTERPRISES INCORPORATED	USA
	2201473		PSC ENTERPRISES INCORPORATED	USA
				
WINZER CORPORATION	1329722	10/21/2008	WINZER CORPORATION	USA
	TMA726497		WINZER CORPORATION	USA
	1329721	11/21/2008	WINZER CORPORATION	USA
	TMA729188		WINZER CORPORATION	USA
NEW MEXICO BOLT & SCREW CO.	85/350628	01/08/2013	WINZER CORPORATION	USA
C.C. BOLT & SCREW CO.	4270597		WINZER CORPORATION	USA
	85/350681	01/08/2013	WINZER CORPORATION	USA
	4270598		WINZER CORPORATION	USA
FASTSERV SUPPLY	85/548009	02/21/2012	WINZER CORPORATION	USA
	4515170	04/15/2014	WINZER CORPORATION	USA
	85/548681	02/21/2012	WINZER CORPORATION	USA
	4724099	04/21/2015	WINZER CORPORATION	USA
	85/548699	02/21/2012	WINZER CORPORATION	USA
	4621538	10/14/2014	WINZER CORPORATION	USA
	85/548712	02/21/2012	WINZER CORPORATION	USA
	4617909	10/07/2014	WINZER CORPORATION	USA
FASTSERV	85/890648	03/29/2013	WINZER CORPORATION	USA
	4598159	09/02/2014	WINZER CORPORATION	USA
FAST GREEN	86/105699	10/30/2013	FASTSERV SUPPLY, INC.	USA
			FASTSERV SUPPLY, INC.	USA
ECO PLUS	86/105705	10/30/2013	FASTSERV SUPPLY, INC.	USA
			FASTSERV SUPPLY, INC.	USA
BIO-MAX	86/123045	11/19/2013	FASTSERV SUPPLY, INC.	USA
	4689727		FASTSERV SUPPLY, INC.	USA
SPEEDY SHIELD	86/123054	11/19/2013	FASTSERV SUPPLY, INC.	USA
	4689728	02/17/2015	FASTSERV SUPPLY, INC.	USA

