

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Relevant Solutions, LLC		05/13/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	1508 West Mockingbird Lane		
Internal Address:	MC 6583		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75235		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86320618	RELEVANT PROCESS SOLUTIONS	
Serial Number:	86453590	RELEVANT SOLUTIONS	
Serial Number:	86453899	R RELEVANT.	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/Angela Alvarez Sujek/		
DATE SIGNED:	06/10/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 13, 2015, between the undersigned (the "Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 23, 2013 (as amended, restated or otherwise modified from time to time, the "Credit 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"), SWA Distribution, LLC ("SWA"), Relevant Process Solutions, LLC, a Texas limited liability company ("RPST") and Relevant Process Solutions, LLC, a Delaware limited liability company ("RPSD") and Relevant Solutions, LLC f/k/a LKCM Distribution, LLC ("RS" and together with WM, CPI, CW, ARD, ARDI, ICS, WM Intec, TMEC, SWA, RPST, RPSD 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 Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Amended and Restated 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 Advances under the Credit Agreement, the Debtor is 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 Credit 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 Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtor agrees 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, Debtor 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 Debtor (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 Debtor 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 Debtor 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 Debtor 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 Debtor 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 Debtor, execute and deliver to Debtor 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 Credit Agreement.

SECTION 5. Acknowledgment. Debtor does 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.

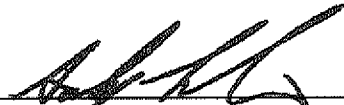
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date set forth above.

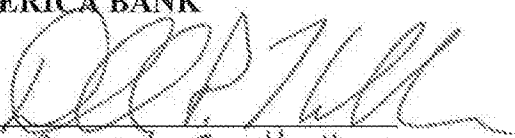
**RELEVANT SOLUTIONS, LLC, a Texas
limited liability company**

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

COMERICA BANK


By: _____
Name: Steven Colwick
Title: Senior Vice President

COMERICA BANK

By: 
Name: Donald P. Hellman
Title: President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
"RELEVANT PROCESS SOLUTIONS"	86-320618	Jun. 25, 2014	N/A	N/A	Relevant Solutions, LLC (f/k/a LKCM Distribution, LLC)
"RELEVANT SOLUTIONS"	86-453590	Nov. 13, 2014	N/A	N/A	Relevant Solutions, LLC (f/k/a LKCM Distribution, LLC)
R RELEVANT. and design  relevant.	86-453899	Nov. 13, 2014	N/A	N/A	Relevant Solutions, LLC (f/k/a LKCM Distribution, LLC)