

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winzer Corporation		06/01/2015	CORPORATION: TEXAS
FastServ Supply, Inc.		06/01/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Capital Southwest Venture Corporation		
Street Address:	5400 Lyndon B. Johnson Freeway		
Internal Address:	Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1583871	SERVICE THAT WORKS	
Registration Number:	2375298	WINZER SERVICE THAT WORKS	
Registration Number:	2991158	STAR ALLOYS	
Registration Number:	1387833	WINZER	
Registration Number:	2201473	PS	
Registration Number:	4270597	NEW MEXICO BOLT & SCREW CO.	
Registration Number:	4270598	C.C. BOLT & SCREW CO.	
Registration Number:	4515170	FASTSERV SUPPLY	
Registration Number:	4724099	FASTSERV SUPPLY	
Registration Number:	4621538	FASTSERV SUPPLY	
Registration Number:	4617909	FASTSERV SUPPLY	
Registration Number:	4598159	FASTSERV	
Serial Number:	86105699	FAST GREEN	
Serial Number:	86105705	ECO PLUS	
Registration Number:	4689727	BIO-MAX	
Registration Number:	4689728	SPEEDY SHIELD	
Registration Number:	4707713	FAST SERV	

CH \$490.00 1583871

Property Type	Number	Word Mark
Serial Number:	86477866	ECO +
Registration Number:	4728571	SMOKE KNOCK OUT

CORRESPONDENCE DATA

Fax Number: 2149691751
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: 2149692136
Email: stacy.gunder@tklaw.com
Correspondent Name: Stacy J Gunder
Address Line 1: 1722 Routh Street, Ste 1500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	522144.000008
NAME OF SUBMITTER:	James J, Murphy
SIGNATURE:	/James J. Murphy/
DATE SIGNED:	06/25/2015

Total Attachments: 9

- source=Intellectual Property Security Agreement - Winzer (Executed June 1, 2015) Flat#page1.tif
- source=Intellectual Property Security Agreement - Winzer (Executed June 1, 2015) Flat#page2.tif
- source=Intellectual Property Security Agreement - Winzer (Executed June 1, 2015) Flat#page3.tif
- source=Intellectual Property Security Agreement - Winzer (Executed June 1, 2015) Flat#page4.tif
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- source=Intellectual Property Security Agreement - Winzer (Executed June 1, 2015) Flat#page9.tif

[EXECUTION]

ALL LIENS GRANTED BY THIS INSTRUMENT SHALL, TO THE EXTENT SET FORTH IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT DATED JUNE 1, 2015 BY AND AMONG COMERICA BANK, AS SENIOR LENDER, CAPITAL SOUTHWEST VENTURE CORPORATION, AS SUBORDINATED AGENT, WINZER CORPORATION, AND THE OTHER PARTIES THERETO, BE SUBORDINATE AND JUNIOR TO ALL LIENS GRANTED BY GRANTOR TO SECURE THE SENIOR LOAN OBLIGATIONS REGARDLESS OF THE RELATIVE PRIORITY OF SUCH LIENS, SUCH SUBORDINATION AND INTERCREDITOR AGREEMENT BEING INCORPORATED HEREIN AND BY THIS REFERENCE BEING MADE A PART HEREOF.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of June 1, 2015, by the Persons listed on the signature page hereof ("Grantor"), in favor of CAPITAL SOUTHWEST VENTURE CORPORATION, as administrative agent under the Note Purchase Agreement (the "Secured Party") for the benefit of the Beneficiaries.

RECITALS

- A. Grantor owns certain intellectual property.
- B. The Company and the Secured Party, together with the Holders party thereto, are parties to a Note Purchase Agreement dated as of June 1, 2015 (as from time to time amended, supplemented, or restated, the "Note Purchase Agreement").
- C. Pursuant to the Security Agreement of even date herewith (as from time to time amended, supplemented, or restated, the "Security Agreement"; capitalized terms used herein and not otherwise defined have the respective meaning specified in the Security Agreement) among Grantor and certain other grantors of security interests in favor of the Secured Party, Grantor has granted to the Secured Party for the benefit of the Beneficiaries 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 Secured Obligations.

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 Secured Obligations, 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 Note Purchase 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.

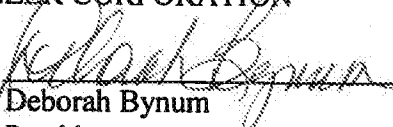
Except to the extent expressly allowed in the Security Agreement, Grantor shall not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

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.

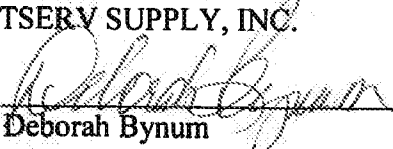
[Remainder of page intentionally left blank.]

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

By: 
Deborah Bynum
President

FASTSERV SUPPLY, INC.

By: 
Deborah Bynum
President

Acknowledged:

CAPITAL SOUTHWEST VENTURE CORPORATION,
as Secured Party

By: _____
Bowen Diehl
Senior Vice President

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


By: _____
Deborah Bynum
President

FASTSERV SUPPLY, INC.

By: _____
Deborah Bynum
President

Acknowledged:

CAPITAL SOUTHWEST VENTURE CORPORATION,
as Secured Party

By:  _____
Bowen Diehl
Senior Vice President

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.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

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



73/527637 1387833	03/25/1986	WINZER CORPORATION
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75/381317 2201473	11/03/1998	PSC ENTERPRISES INCORPORATED
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NEW MEXICO BOLT & SCREW
CO.
C.C. BOLT & SCREW CO.

85/350628 4270597	01/08/2013	WINZER CORPORATION
85/350681 4270598	01/08/2013	WINZER CORPORATION

FASTSERV SUPPLY

85/548009 4515170	02/21/2012 04/15/2014	WINZER CORPORATION
85/548681 4724099	02/21/2012 04/21/2015	WINZER CORPORATION



85/548699 4621538	02/21/2012 10/14/2014	WINZER CORPORATION
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85/548712 4617909	02/21/2012 10/07/2014	WINZER CORPORATION
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FASTSERV

85/890648 4598159	03/29/2013 09/02/2014	WINZER CORPORATION
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FAST GREEN

86/105699	10/30/2013	FASTSERV SUPPLY, INC.
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ECO PLUS

86/105705	10/30/2013	FASTSERV SUPPLY, INC.
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BIO-MAX

86/123045 4689727	11/19/2013	FASTSERV SUPPLY, INC.
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SPEEDY SHIELD

86/123054 4689728	11/19/2013 02/17/2015	FASTSERV SUPPLY, INC.
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FAST SERV

86/349638	07/28/2014	FASTSERV SUPPLY, INC.
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B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
ECO +	86/477866	12/11/2014	FASTSERV SUPPLY, INC.
SMOKE KNOCK OUT	86/123068	11/19/2013	FASTSERV SUPPLY, INC.

INTELLECTUAL PROPERTY LICENSES

Name of	Parties	Date of	Subject
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Agreement

Licensor/Licensee

Agreement

Matter

None.

SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

RECORDED: 06/25/2015

**TRADEMARK
REEL: 005560 FRAME: 0942**