

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352467

<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>
Allgoods LLC		08/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	8850 Boedeker Street, 4th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86663951	ACRUX	
<b>Serial Number:</b>	86663939		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214.745.5370		
<b>Email:</b>	jmuennink@winstead.com		
<b>Correspondent Name:</b>	Jan Muennink c/o Winstead PC		
<b>Address Line 1:</b>	P.O. Box 131851		
<b>Address Line 4:</b>	Dallas, TEXAS 75313		
<b>ATTORNEY DOCKET NUMBER:</b>	3134-1669		
<b>NAME OF SUBMITTER:</b>	Jan Muennink		
<b>SIGNATURE:</b>	/jan muennink/		
<b>DATE SIGNED:</b>	08/24/2015		
<b>Total Attachments: 7</b>			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of August 17, 2015, is made by allgoods llc, a Delaware limited liability company (the "Grantor"), in favor of Comerica Bank (the "Secured Party").

WHEREAS, the Grantor and the Secured Party have entered into a Credit Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

WHEREAS, the Grantor and the Secured Party desire to amend and restate in its entirety that certain Intellectual Property Security Agreement (as amended from time to time prior to the date hereof, the "Original IP Security Agreement"), dated as of February 14, 2014, executed by the Grantor in favor of the Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 7. Amendment and Restatement. This IP Security Agreement amends, restates and supersedes in its entirety, without novation, the Original IP Security Agreement.

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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTOR:

allgoods llc,  
a Delaware limited liability company

By:



\_\_\_\_\_  
John A. Sadden, Jr.  
Vice President, Treasurer and Secretary

Address for Notices:  
912 113<sup>th</sup> Street  
Arlington, Texas 76011

SECURED PARTY:

COMERICA BANK

By:



Christine R. Allen

Vice President

Address for Notices:

8850 Boedeker Street, 4<sup>th</sup> Floor

Dallas, Texas 75225



**SCHEDULE A**

**PATENTS**

None.

**SCHEDULE B**

**TRADEMARKS**

<u>Trademark</u>	<u>USPTO Serial No. / Registration No.</u>	<u>Filing / Registration Date</u>	<u>Owner</u>
 ACRUX	86/663951	June 16, 2015	allgoods llc
	86/663939	June 16, 2015	allgoods llc



**SCHEDULE C**

**COPYRIGHTS**

None.