

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allgoods LLC		08/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund III, L. P.		
Street Address:	201 Tresser Boulevard, Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86663951	ACRUX	
Serial Number:	86663939		
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:	214.745.5370		
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		
ATTORNEY DOCKET NUMBER:	3134-1669		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/jan muennink/		
DATE SIGNED:	08/24/2015		
Total Attachments: 7			
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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 BROOKSIDE MEZZANINE FUND III, L.P., as Agent for the ratable benefit of Purchasers (the "Secured Party").

WHEREAS, Grantor, Secured Party and each Purchaser party thereto have entered into that certain Note Purchase Agreement dated as of February 14, 2014, as amended by that certain First Amendment to Note Purchase Agreement dated as of January 29, 2015, and that certain Second Amendment to Note Purchase Agreement dated as of June 12, 2015 (as same has and may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Purchase 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 New York.

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: _____



Name: John A. Sadden, Jr.

Title: Vice President, Treasurer and Secretary

Address for Notices:
912 113th Street
Arlington, Texas 76011
Attention: Chief Executive Officer

[Signature page to Amended and Restated Intellectual Property Security Agreement]

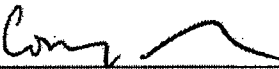
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SECURED PARTY:

BROOKSIDE MEZZANINE FUND III, L.P.,
a Delaware limited partnership

By: Brookside Mezzanine Partners III, LLC
Its General Partner

By: 
Name: Corey L. Sclar
Title: Managing Partner

Address for Notices:
201 Tresser Boulevard, Suite 330
Stamford, Connecticut 06901

[Signature page to Amended and Restated Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005606 FRAME: 0946



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.