

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMERICA BANK		11/12/2015	a Texas banking association: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK, as Agent		
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: 7			
Property Type	Number	Word Mark	
Serial Number:	86453899	R RELEVANT.	
Serial Number:	86320618	RELEVANT PROCESS SOLUTIONS	
Serial Number:	86453590	RELEVANT SOLUTIONS	
Registration Number:	3590558	AIRDYNE	
Registration Number:	3637205	TMEC	
Registration Number:	4384773	SWITCH FILTRATION	
Registration Number:	4359246		
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/		

OP \$190.00 86453899

DATE SIGNED:	11/18/2015
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Total Attachments: 8

- source=Relevant Solutions -- executed Assignment of Intellectual Property Agreement (trademarks) (2)#page1.tif
- source=Relevant Solutions -- executed Assignment of Intellectual Property Agreement (trademarks) (2)#page2.tif
- source=Relevant Solutions -- executed Assignment of Intellectual Property Agreement (trademarks) (2)#page3.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENTS

This Assignment of Intellectual Property Agreements ("**Assignment**") is executed and delivered as of November 12, 2015, by and between Comerica Bank ("**Assignor**"), and Comerica Bank, as administrative agent (in such capacity, "**Assignee**") for the Lenders (as defined below) under that certain Second Amended and Restated Credit Agreement (as amended or otherwise modified from time to time, the "**Credit Agreement**") dated of even date herewith by and among the financial institutions from time to time signatory thereto (each, individually, a "**Lender**," and any and all such financial institutions collectively the "**Lenders**").

RECITALS:

A. Relevant Solutions, LLC ("**RS**"), LKCM WM Distribution, LLC ("**WM**"), LKCM CPI Distribution, LLC ("**CPI**"), LKCM CW Distribution, LLC ("**CW**"), ICS Distribution, LLC ("**ICS**"), ARD Distribution, LLC ("**ARD**"), ARD International, LLC ("**ARDI**"), LKCM WM Intec, LLC ("**WM INTEC**"), TMEC Distribution, LLC ("**TMEC**"), SWA Distribution, LLC ("**SWA**"), Relevant Process Solutions, LLC, a Texas limited liability company ("**RPS TX**") and Relevant Process Solutions, LLC, a Delaware limited liability company ("**RPS DE**" and together with RS, TMEC, WM, CPI, CW, ICS, ARD, ARDI, WM INTEC, SWA and RPS TX, the "**Borrowers**", and each a "**Borrower**") and LKCM Distribution Holdings, L.P. ("**Holdings**") and Assignor have executed and delivered certain security agreements related to certain intellectual property, as listed on Exhibit B attached hereto, evidencing, securing, supporting or relating to certain indebtedness of Borrowers and Holdings to Assignor, as each may have been amended, including without limitation, the documents, instruments and agreements described on Exhibit A attached hereto (collectively, the "**IP Agreements**").

B. Assignor desires to sell, assign, transfer and convey to Assignee and Assignee desires to purchase all of Assignor's right, title and interest in, to and under the IP Agreements and to assume all of Assignor's obligations under the IP Agreements, all as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, without recourse, representations or warranties except as set forth herein, all of Assignor's right, title and interest in, to and under the IP Agreements.
2. Assignee assumes all obligations and liabilities of Assignor under the IP Agreements arising on or after the date of this Assignment.
3. Assignee expressly acknowledges that the Assignment hereunder has been given by Assignor at the request of such Assignee, without recourse and without representation or warranty except as set forth in Section 4 below.
4. Assignor hereby represents and warrants that it is the legal and beneficial owner of the interests being sold and assigned by it hereunder and that such interest is free and clear of any lien, participation or other adverse claim created by or through Assignor.

5. This Assignment shall be deemed effective on the date hereof, upon delivery of the executed signature pages of the parties hereto.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its principles of conflicts of law.

7. Assignor agrees to execute and deliver or cause to be executed and delivered to Assignee, at Borrowers' expense, such other documents or instruments as the Assignee may request to effectuate more fully the purposes of this Assignment.

WITNESS the due execution hereof as of the day and year first above written.

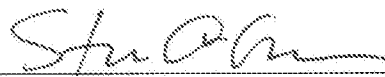
ASSIGNOR:

COMERICA BANK

By: 
Name: Steven Colwick
Title: Senior Vice President

ASSIGNEE:

COMERICA BANK, as Agent for the Lenders

By: 
Name: Steven Colwick
Title: Senior Vice President

Acknowledgment and Confirmation

In order to induce Assignor to enter into the foregoing Assignment, certain of the Borrowers hereby: (a) acknowledge, approve and agree to be bound by the foregoing Assignment, and further acknowledge and confirm that no setoff, defenses or counterclaims exist under the IP Agreements as of the date hereof (b) waive, discharge, and forever release Assignor, Assignor's employees, officers, directors, attorneys, stockholders, and their successors and assigns, from and of any and all known claims, causes of action, allegations or assertions that such Borrowers have or may have had at any time up through and including the date of the foregoing Assignment, against any or all of the foregoing, or whether any such claims, causes of action, allegations or assertions arose as result of Assignor's actions or omissions in connection with the IP Agreements or any amendments, extensions or modifications thereto, or Assignor's administration of the indebtedness evidenced thereby or otherwise and (c) agree to take such actions and deliver such documentation as the Assignee may reasonably request from time to time to evidence the transactions contemplated by the foregoing Assignment.

Capitalized terms not defined in this Acknowledgment and Confirmation shall have the meanings given them in the foregoing Assignment.

Dated as of November 12, 2015.

(Signature appears on the following page)

RELEVANT SOLUTIONS, LLC

By:  _____

Name: Andrew D. Zacharias

Title: Vice President

TMEC DISTRIBUTION, LLC

By:  _____

Name: Andrew D. Zacharias

Title: Vice President

ARD DISTRIBUTION, LLC

By:  _____

Name: Andrew D. Zacharias

Title: Vice President


EXHIBIT A

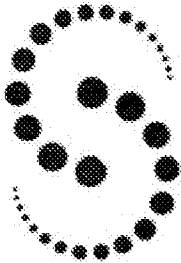
LIST OF IP AGREEMENTS

- 1) Agreement (Trademark) dated as of December 23, 2013 by and between TMEC Distribution, LLC and Comerica Bank, as amended, restated or otherwise modified.
- 2) Agreement (Trademark) dated as of May 13, 2015 by and between Relevant Solutions, LLC and Comerica Bank, as amended, restated or otherwise modified.
- 3) Joinder Agreement (Security Agreement) dated as of December 21, 2012 by and between ARD Distribution, LLC and Comerica Bank, as amended, restated or otherwise modified.

EXHIBIT B

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	86/453899	11/13/14	n/a	n/a	Relevant Solutions, LLC (a Texas LLC)
RELEVANT SOLUTIONS PROCESS	86/320618	6/25/14	n/a	n/a	Relevant Solutions, LLC (a Texas LLC)
RELEVANT SOLUTIONS	86/453590	11/13/14	n/a	n/a	Relevant Solutions, LLC (a Texas LLC)
AIRDYNE	77/524364	7/17/08	3,590,558	3/17/09	ARD Distribution, LLC (a Texas LLC)
	76/693935	10/30/08	3,637,205	6/16/09	Thermal & Mechanical Equipment, LLC (a Delaware LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
SWITCH FILTRATION	85/486065	12/2/11	4,384,773	8/13/13	TMEC Process Filtration, LLC (a Delaware LLC)
	85/685423	7/24/12	4,359,246	6/25/13	TMEC Process Filtration, LLC (a Delaware LLC)