TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM377255

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Winzer Corporation		02/29/2016	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: 1

Property Type	Number	Word Mark
Serial Number:	75202919	CIC CHROMATE INDUSTRIAL CORP.

CORRESPONDENCE DATA

Fax Number: 2149999009

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: 214-969-1473

Email: laura.johnson@tklaw.com **Correspondent Name:** Thompson & Knight LLP

Address Line 1: 1722 Routh Street

Address Line 2: **Suite 1500**

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	522144.000008
NAME OF SUBMITTER:	Laura K. Johnson
SIGNATURE:	/Laura K. Johnnson/
DATE SIGNED:	03/21/2016

Total Attachments: 5

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> TRADEMARK REEL: 005753 FRAME: 0981

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.

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, is made as of February 29, 2016 (this "Supplement"), 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:

- (1) 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").
- (2) Pursuant to the Security Agreement dated as of June 1, 2015 (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.
- (3) In connection with the Security Agreement, the Grantor and certain other grantors party thereto, entered into an Intellectual Property Security Agreement, dated as of June 1, 2015 (as from time to time amended, supplemented, or restated, the "Intellectual Property Security Agreement"), pursuant to which the Grantor and certain other grantors party thereto granted to the Secured Party for the benefit of the Beneficiaries a security interest in and pledge of the intellectual property named therein.
- (4) The Grantor has informed the Secured Party that it has acquired additional intellectual property in connection with the Chromate Acquisition (as such term is defined in the Note Purchase Agreement).
- (5) Pursuant to the terms of the Note Purchase Agreement and the Security Agreement, Grantor is required to pledge to the Secured Party all of its intellectual property.

Supplement to Pledge Agreement

AGREEMENT:

- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge, covenant and agree with the Secured Party as follows:
- Section 1. <u>Supplement</u>. Grantor confirms its grant to the Secured Party, to secure the Secured Obligations, of a continuing security interest in all of Grantor's right, title and interest in, to and under the intellectual property set forth on <u>Schedule 1</u> and agrees that <u>Schedule 1</u> of the Intellectual Property Security Agreement shall be supplemented with the information set forth on <u>Exhibit A</u> attached to this Supplement.
- Section 2. <u>Effect of this Agreement</u>. Except as expressly provided in this Supplement, the Intellectual Property Security Agreement shall remain in full force and effect, without modification or amendment. This Supplement shall be a Note Document under the Note Purchase Agreement.
- Section 3. <u>Headings</u>. The descriptive headings of this Supplement are for convenience or reference only and do not constitute a part of this Supplement.
- Section 4. <u>GOVERNING LAW</u>. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Remainder of page intentionally left blank.]

Supplement to Pledge Agreement

above.	IN WITNESS WHEREOF, this Supplement has been executed as of the date first written		
		WINZER CORPORATION, a Texas corporation	

Rick DeLaFuente
Secretary

Acknowledged:

CAPITAL SOUTHWEST VENTURE CORPORATION, as Secured Party

By:_______
Douglas Kelley
Senior Vice President and
Managing Director

SIGNATURE PAGE TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REEL: 005753 FRAME: 0984 IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

WINZER CORPORATION, a Texas corporation

By: ______ Rick DeLaFuente Secretary

Acknowledged:

CAPITAL SOUTHWEST VENTURE CORPORATION, as Secured Party

Douglas Kelley

Senior Vice President and Managing Director

> Signature Page to Supplement to Intellectual Property Security Agreement

> > TRADEMARK
> > REEL: 005753 FRAME: 0985

Exhibit A

Intellectual Property

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

Trademark: "CIC Chromate Industrial Corp."

Filing Date: November 22, 1996 Registration Date: May 12, 1998

Serial Number: 75202919 Registration Number: 2156329

Supplement to Pledge Agreement

TRADEMARK
RECORDED: 03/21/2016 REEL: 005753 FRAME: 0986