

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital Southwest Venture Corporation		06/30/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital Southwest Corporation		
<b>Street Address:</b>	5400 Lyndon B. Johnson Freeway		
<b>Internal Address:</b>	Suite 1300		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73773742	SERVICE THAT WORKS	
<b>Serial Number:</b>	75805639	WINZER SERVICE THAT WORKS	
<b>Serial Number:</b>	76565741	STAR ALLOYS	
<b>Serial Number:</b>	73527637	WINZER	
<b>Serial Number:</b>	75381317	PS	
<b>Serial Number:</b>	85350628	NEW MEXICO BOLT & SCREW CO.	
<b>Serial Number:</b>	85350681	C.C. BOLT & SCREW CO.	
<b>Serial Number:</b>	85548009	FASTSERV SUPPLY	
<b>Serial Number:</b>	85548681	FASTSERV SUPPLY	
<b>Serial Number:</b>	85548699	FASTSERV SUPPLY	
<b>Serial Number:</b>	85548712	FASTSERV SUPPLY	
<b>Serial Number:</b>	85890648	FASTSERV	
<b>Serial Number:</b>	86105699	FAST GREEN	
<b>Serial Number:</b>	86105705	ECO PLUS	
<b>Serial Number:</b>	86123045	BIO-MAX	
<b>Serial Number:</b>	86123054	SPEEDY SHIELD	
<b>Serial Number:</b>	86349638	FAST SERV	
<b>Serial Number:</b>	86477866	ECO +	
<b>TRADEMARK</b>			

CH \$515.00 73773742

Property Type	Number	Word Mark
Serial Number:	86123068	SMOKE KNOCK OUT
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:** 522144.8 (J. Bedotto)

**NAME OF SUBMITTER:** Laura Johnson

**SIGNATURE:** /Laura K. Johnson/

**DATE SIGNED:** 07/05/2016

**Total Attachments: 7**

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## SUCCESSOR AGENT AGREEMENT

This Successor Agent Agreement (this “**Agreement**”) is made effective as of 9:01 a.m., Central Time, on June 30, 2016 (the “**Appointment Date**”), by and among Winzer Corporation, a Texas corporation (the “**Company**”), Capital Southwest Venture Corporation, as Resigning Agent, Capital Southwest Corporation, as Successor Agent, and each of the Holders party hereto.

**WHEREAS**, the Company, the Resigning Agent, and the Holders entered into that certain Note Purchase Agreement dated as of June 1, 2015 (as amended, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”) (unless the context otherwise requires or unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Note Purchase Agreement);

**WHEREAS**, Capital Southwest Venture Corporation, in its capacity as Administrative Agent (the “**Resigning Agent**”), desires to resign as Administrative Agent under the Note Purchase Agreement, the other Note Documents, and each other document referred to therein as to which the Resigning Agent is acting as an administrative or collateral agent thereunder; and

**WHEREAS**, the Company and the Holders desire to appoint Capital Southwest Corporation, a Texas corporation, as successor Administrative Agent (in such capacity, the “**Successor Agent**”) under the Note Purchase Agreement, the other Note Documents, and each such other document, and the Successor Agent desires to accept such appointment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Resignation and Appointment of Administrative Agent.** As of the Appointment Date, (a) the Resigning Agent hereby resigns as Administrative Agent as provided under the Note Purchase Agreement and shall have no further obligations in such capacity under the Note Purchase Agreement and the other Note Documents, except to the extent of any obligation expressly stated in the Note Purchase Agreement or such other Note Documents as surviving any such resignation, (b) the Holders hereby appoint the Successor Agent as successor Administrative Agent under the Note Purchase Agreement and the other Note Documents, and the Company hereby consents to such appointment, (c) the Successor Agent hereby accepts its appointment as successor Administrative Agent under the Note Purchase Agreement and the other Note Documents, and (d) the parties hereto authorize each of the Resigning Agent and the Successor Agent to prepare, enter into, execute, record, or file any and all notices, certificates, instruments, Uniform Commercial Code financing statements, or other documents and agreements (including, without limitation, filings in respect of any collateral, and assignments, amendments, or supplements to any Uniform Commercial Code financing statements, mortgages, deeds of trust, security agreements, pledge agreements, intellectual property security agreements, certificates of title, stock powers, account control agreements, intercreditor agreements, or any other Note Document) as either the Resigning Agent or the Successor Agent deems reasonably necessary or desirable to effect or evidence (of public record or otherwise) the resignation of the Resigning Agent and the appointment of the Successor Agent, and to maintain the validity, perfection, and priority of, or to assign to the Successor Agent, any and all Liens in

respect of any and all collateral, and each of the Company, the Resigning Agent, and the Successor Agent hereby agrees to execute and deliver (and the Company agrees to cause each Guarantor to execute and deliver) any documentation reasonably necessary or reasonably requested by the Resigning Agent or the Successor Agent to evidence such resignation and appointment or to maintain the validity, perfection, or priority of, or to assign to the Successor Agent, any such Liens, or to maintain the rights, powers, and privileges afforded to the Administrative Agent under any Note Document.

2. **Rights, Duties, and Obligations.** As of the Appointment Date, the Successor Agent is hereby vested with all the rights, powers, discretion, privileges, and duties of the Resigning Agent, as described in the Note Purchase Agreement and the other Note Documents. From and after the Appointment Date, (a) the Successor Agent assumes the obligations, responsibilities, and duties of the Resigning Agent, in accordance with the terms of the Note Purchase Agreement and the other Note Documents, and (b) the Resigning Agent is discharged from its duties and obligations as the Administrative Agent under the Note Purchase Agreement and the other Note Documents. Nothing in this Agreement shall be deemed a termination of the provisions of any Note Document that expressly continue to inure to the benefit of the Resigning Agent upon its resignation. The Resigning Agent and the Holders expressly agree and acknowledge that the Successor Agent is not assuming any liability (a) under or related to any Note Document prior to the Appointment Date and (b) for any and all claims under or related to any Note Document that may have arisen or accrued prior to the Appointment Date. The Resigning Agent and the Holders expressly agree and confirm that the Successor Agent's right to indemnification, as set forth in the Note Documents, shall apply with respect to any and all losses, claims, costs, and expenses that the Successor Agent suffers, incurs, or is threatened with relating to actions taken or omitted to be taken by the Company, the Resigning Agent, or any Holder prior to the Appointment Date.

3. **Assignment of Liens.** Without limiting the generality of the foregoing, the Resigning Agent hereby assigns to the Successor Agent, effective on and after the Appointment Date, any powers of attorney, Liens, and all other rights and interests granted to the Resigning Agent, for the ratable benefit of the Holder Parties, under the Note Purchase Agreement and the other Note Documents, and the Successor Agent hereby accepts the benefit of all such powers of attorney, Liens, and other rights and interests, for its benefit and for the ratable benefit of the Holder Parties, and agrees to file or record any applicable notices of assignment as required or permitted by applicable law.

4. **Return of Possessory Collateral.** On and after the Appointment Date, all possessory collateral, if any, held by the Resigning Agent for the benefit of the Holder Parties shall be deemed to be held by the Resigning Agent as agent and bailee for the Successor Agent for the benefit and on behalf of the Successor Agent and the other Holder Parties until such time as such possessory collateral has been delivered to the Successor Agent. Without limiting the generality of the foregoing, any reference to the Resigning Agent in any publicly filed document, to the extent such filing relates to Liens on any collateral assigned hereby and until such filing is modified to reflect the interests of the Successor Agent, shall, with respect to such Liens, constitute a reference to the Resigning Agent as collateral representative of the Successor Agent; provided that the parties hereto hereby agree that the Resigning Agent's role as such collateral representative shall impose no further duties, obligations, or liabilities on the Resigning Agent,

including, without limitation, any duty to take any type of direction regarding any action to be taken against such collateral, whether such direction comes from the Successor Agent, the other Holder Parties, or otherwise, and the Resigning Agent shall have the full benefit of all of the protective provisions in Article XI and Section 12.4(b) of the Note Purchase Agreement while serving in such capacity. The Resigning Agent hereby agrees to deliver all possessory collateral, if any, to the Successor Agent on or promptly following the Appointment Date, and the Successor Agent hereby agrees to take possession thereof upon such tender by the Resigning Agent.

5. **Return of Payments.** In the event that, after the Appointment Date, the Resigning Agent shall receive any principal, interest, or other amount owing to any Holder or the Successor Agent under the Note Purchase Agreement or any other Note Document, or receives any instrument, agreement, report, financial statement, insurance policy, notice, or other document in its capacity as Resigning Agent, the Resigning Agent hereby agrees to promptly forward the same to the Successor Agent and to hold the same in trust for the Successor Agent until so forwarded.

6. **Waiver of Notices.** The Company, the Resigning Agent, and the Holders hereby waive any notice, timing, or other requirement of the Note Purchase Agreement or any other Note Document (including, without limitation, pursuant to Section 11.9 of the Note Purchase Agreement) related to the resignation of the Resigning Agent or the appointment or designation of the Successor Agent. Furthermore, for the avoidance of doubt, Congruent hereby expressly declines, solely with respect to the resignation and appointment contemplated herein, its automatic appointment as successor Administrative Agent pursuant to Section 11.9 of the Note Purchase Agreement.

7. **Entire Agreement.** This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, the Note Purchase Agreement and the other Note Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

8. **Note Document.** This Agreement is a Note Document, and all provisions in the Note Purchase Agreement pertaining to Note Documents apply hereto.

9. **Notice Information.** In accordance with Section 11.9 of the Note Purchase Agreement, the Successor Agent hereby provides written notice to the Company and the Holders party hereto that the Successor Agent's contact information for purposes of notices and other communications under the Note Documents is as follows:

Capital Southwest Corporation  
5400 Lyndon B. Johnson Freeway, Suite 1300  
Dallas, Texas 75240  
Attention: Doug Kelley  
Facsimile: (972) 233-7362

Email: dkelley@capitalsouthwest.com

with a copy to:

Thompson & Knight LLP  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201  
Attention: Shad Sumrow

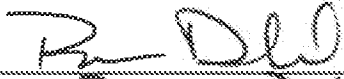
10. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

11. **Counterparts and Facsimile.** This Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Agreement by facsimile or electronic mail, and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.


*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.


**RESIGNING AGENT:** CAPITAL SOUTHWEST VENTURE CORPORATION,  
as Resigning Agent

By:   
Name: Bowen Dull  
Title: CEO

**SUCCESSOR AGENT:** CAPITAL SOUTHWEST CORPORATION,  
as Successor Agent

By:   
Name: Bowen Dull  
Title: CEO

**HOLDERS:** CAPITAL SOUTHWEST CORPORATION,  
as a Holder

By:   
Name: Bowen Dull  
Title: CEO

CONGRUENT CREDIT OPPORTUNITIES FUND III, LP,  
as a Holder

By: CONGRUENT INVESTMENT PARTNERS, LLC,  
its Investment Manager

By: \_\_\_\_\_  
Name:  
Title:

**COMPANY:** WINZER CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

**RESIGNING AGENT:** **CAPITAL SOUTHWEST VENTURE CORPORATION,**  
as Resigning Agent

By: \_\_\_\_\_  
Name:  
Title:

**SUCCESSOR AGENT:** **CAPITAL SOUTHWEST CORPORATION,**  
as Successor Agent

By: \_\_\_\_\_  
Name:  
Title:

**HOLDERS:** **CAPITAL SOUTHWEST CORPORATION,**  
as a Holder

By: \_\_\_\_\_  
Name:  
Title:

**CONGRUENT CREDIT OPPORTUNITIES FUND III, LP,**  
as a Holder

By: CONGRUENT INVESTMENT PARTNERS, LLC,  
its Investment Manager

By:  \_\_\_\_\_  
Name: Matthew Killebrew  
Title: Authorized Signatory

**COMPANY:** **WINZER CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

**RESIGNING AGENT:** CAPITAL SOUTHWEST VENTURE CORPORATION,  
as Resigning Agent

By: \_\_\_\_\_  
Name:  
Title:

**SUCCESSOR AGENT:** CAPITAL SOUTHWEST CORPORATION,  
as Successor Agent

By: \_\_\_\_\_  
Name:  
Title:

**HOLDERS:** CAPITAL SOUTHWEST CORPORATION,  
as a Holder

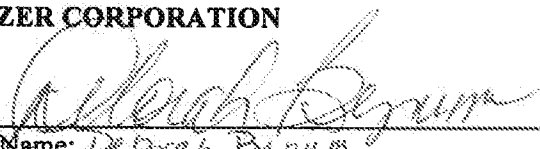
By: \_\_\_\_\_  
Name:  
Title:

CONGRUENT CREDIT OPPORTUNITIES FUND III, LP,  
as a Holder

By: CONGRUENT INVESTMENT PARTNERS, LLC,  
its Investment Manager

By: \_\_\_\_\_  
Name:  
Title:

**COMPANY:** WINZER CORPORATION

By:   
Name: Deborah E. Baum  
Title: President/CEO

SIGNATURE PAGE TO  
SUCCESSOR AGENT AGREEMENT