

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417228

| | | | |
|---|---|-----------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Davaco, Inc. | | 01/17/2017 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | ZB, N.A., as administrative agent | | |
| Doing Business As: | Amegy Bank | | |
| Street Address: | 1717 West Loop South | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77027 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77836993 | CLEARTHREAD | |
| Serial Number: | 76479235 | DAVACO | |
| Serial Number: | 76479234 | DAVACO | |
| Serial Number: | 76479233 | DAVACO | |
| Serial Number: | 76479229 | DAVACO | |
| Serial Number: | 75864546 | FPI FIXTURE PERFECT INTERNATIONAL | |
| Serial Number: | 75357936 | FIXTURE PERFECT | |
| Serial Number: | 85840138 | ECOXERA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7132266397 | | |
| <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: | 7132266000 | | |
| Email: | TMMail@porterhedges.com | | |
| Correspondent Name: | Jonathan Pierce | | |
| Address Line 1: | P.O. Box 4744 | | |
| Address Line 4: | Houston, TEXAS 77210-4744 | | |
| NAME OF SUBMITTER: | Jonathan Pierce | | |

CH \$215.00 77836993

| | |
|---|------------|
| SIGNATURE: | /jmp/ |
| DATE SIGNED: | 02/23/2017 |
| Total Attachments: 5 source=2017-01-17 Trademark Security Agreement From Davaco, Inc. to ZB, N.A. dba Amegy Bank, as Administrative Agent#page1.tif source=2017-01-17 Trademark Security Agreement From Davaco, Inc. to ZB, N.A. dba Amegy Bank, as Administrative Agent#page2.tif source=2017-01-17 Trademark Security Agreement From Davaco, Inc. to ZB, N.A. dba Amegy Bank, as Administrative Agent#page3.tif source=2017-01-17 Trademark Security Agreement From Davaco, Inc. to ZB, N.A. dba Amegy Bank, as Administrative Agent#page4.tif source=2017-01-17 Trademark Security Agreement From Davaco, Inc. to ZB, N.A. dba Amegy Bank, as Administrative Agent#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is executed as of January 17, 2017, by, DAVACO, INC., a Texas corporation (“**Debtor**”), for the benefit of ZB, N.A. dba Amegy Bank, as administrative agent (in such capacity, “**Administrative Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement defined below).

RECITALS:

A. Davaco Holdings, Inc., a Delaware corporation and CCG Davaco Partnership, LP, a Delaware limited partnership (each a “**Borrower**” and collectively, the “**Borrowers**”), as borrowers, the lenders from time to time party thereto (collectively, the “**Lenders**” and each individually, a “**Lender**”), and Administrative Agent, as administrative agent for itself and the other Lenders, have entered into that certain Credit Agreement dated as of the same date as this Agreement (as amended, restated, or supplemented, the “**Credit Agreement**”), together with certain other Loan Documents.

B. To guarantee the payment and performance of Borrowers’ obligations under the Credit Agreement, the Debtor, a direct or indirect Subsidiary of Borrowers, executed that certain Guaranty dated as of the same date as this Agreement (as amended, restated, or supplemented, the “**Guaranty**”) for the benefit of Administrative Agent for the ratable benefit of the Secured Parties.

C. Debtor owns the trademarks, trademark registrations and trademark applications listed on **Schedule 1** annexed hereto, and is or will be a party to the trademark licenses granted in connection with the trademarks listed on **Schedule 1** annexed hereto.

D. Pursuant to the terms of the Security Agreement dated as of the same date as this Agreement (as said Security Agreement may be amended and in effect from time to time, the “**Security Agreement**”), among Debtor, Administrative Agent, and the other signatories thereto, Debtor has granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and the Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) all Trademark Licenses granted in connection with the Trademarks listed on **Schedule 1** annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademarks, service marks, trade names,

and trademark registrations listed on *Schedule 1* annexed hereto, the trademark registrations issued with respect to the trademark applications listed on *Schedule 1* and the Trademarks licensed under Trademark Licenses, or (b) injury to the goodwill associated with any Trademark, service mark, trade name, trademark registration or Trademark licensed under any Trademark License.


This security interest is controlled by the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the continuing lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Trademark Security Agreement to be duly executed as of the date set out in the preamble to this Agreement.

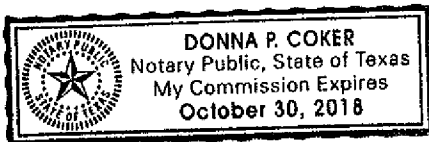
DEBTOR:


DAVACO, INC.
a Texas corporation

By: 
Richard L. Davis
Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 16th day of January, 2017, by Richard L. Davis, the Chief Executive Officer of Davaco, Inc., a Texas corporation, on behalf of said corporation.

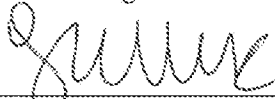



Notary Public
DONNA P COKER
Printed Name

My Commission Expires:
10/30/18

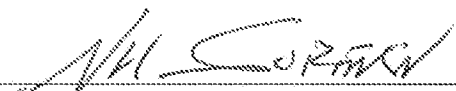
SECURED PARTY:

ZB, N.A. dba Amegy Bank
as Administrative Agent

By: 
Lauren Eller
Assistant Vice President

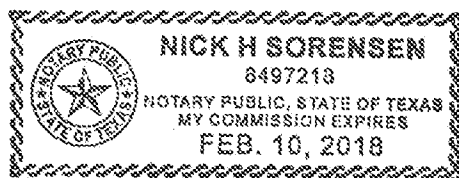
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 16th day of January, 2017, by Lauren Eller, an Assistant Vice President of ZB, N.A., dba Amegy Bank, a national banking association, on behalf of said association.


Notary Public

NICK H SORENSEN
Printed Name

My Commission Expires:
FEB 10, 2018



**SCHEDULE 1
TRADEMARKS**

| TRADEMARK | REGISTRATION NO. | DATED |
|-----------------------------------|-------------------------|--------------------|
| CLEARTHREAD | 4109265 | March 6, 2012 |
| DAVACO | 2868524 | August 3, 2004 |
| DAVACO | 2786113 | November 25, 2003 |
| DAVACO | 2786112 | November 25, 2003 |
| DAVACO | 2868523 | August 3, 2004 |
| FPI FIXTURE PERFECT INTERNATIONAL | 2408556 | November 28, 2000 |
| FIXTURE PERFECT | 2205483 | November 24, 1998 |
| ECOXERA | 4399822 | September 10, 2013 |