

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINZER CORPORATION		09/29/2017	Corporation: TEXAS
FastServ Supply, Inc.		09/29/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Administrative Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4689727	BIO-MAX
Registration Number:	4689728	SPEEDY SHIELD
Registration Number:	5154801	SPEEDY-CLEAN
Registration Number:	5102176	MRO PARTS HOUSE
Registration Number:	5028852	INDUSTRIAL PARTS HOUSE
Registration Number:	4728571	SMOKE KNOCK OUT
Registration Number:	2375298	WINZER SERVICE THAT WORKS
Registration Number:	1583871	SERVICE THAT WORKS
Registration Number:	1387833	WINZER
Registration Number:	4707713	FAST SERV
Registration Number:	4598159	FASTSERV
Registration Number:	4617909	FASTSERV SUPPLY
Registration Number:	4621538	FASTSERV SUPPLY
Registration Number:	4724099	FASTSERV SUPPLY
Registration Number:	4515170	FASTSERV SUPPLY
Registration Number:	2991158	STAR ALLOYS
Registration Number:	4270597	NEW MEXICO BOLT & SCREW CO.
Registration Number:	4270598	C.C. BOLT & SCREW CO.

CH \$565.00 4689727

Property Type	Number	Word Mark
Registration Number:	5129129	SHOP PRO
Registration Number:	5128865	SHOP PRO
Registration Number:	2156329	CIC CHROMATE INDUSTRIAL CORP.
Registration Number:	2201473	PS

CORRESPONDENCE DATA

Fax Number: 3125774565
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: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic C/O Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-403
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/04/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2017, is made by Winzer Corporation, a Texas corporation, and FastServ Supply, Inc., a Texas corporation (collectively referred to as the “Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 29, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrowers thereunder, the Grantor hereby agree with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue

and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**WINZER FRANCHISE COMPANY, INC., as
Grantor**

By: 
Name: Adam P. Reeves
Title: Vice President

FASTSERVE SUPPLY, INC., as Grantor

By: 
Name: Adam P. Reeves
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Devasena Vallabhaneni

Name: Devasena Vallabhaneni



Title: Duly Authorized Signatory

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006172 FRAME: 0469

SCHEDULE I

Trademarks:

	Mark:	Registrant/Owner:	Registration No./ Serial No.:	Registration Date:
1.	BIO-MAX	Fastserv Supply, Inc.	RN: 4689727 SN: 86123045	2/17/2015
2.	SPEEDY SHIELD	Fastserv Supply, Inc.	RN: 4689728 SN: 86123054	2/17/2015
3.	SPEEDY-CLEAN	Fastserv Supply, Inc.	RN: 5154801 SN: 87087580	3/7/2017
4.	MRO PARTS HOUSE	Fastserv Supply, Inc.	RN: 5102176 SN: 86761566	12/13/2016
5.	INDUSTRIAL PARTS HOUSE	Fastserv Supply, Inc.	RN: 5028852 SN: 86789408	6/29/2016
6.	SMOKE KNOCK OUT	Fastserv Supply, Inc.	RN: 4728571 SN: 86123068	4/28/2015
7.		Winzer Corporation	RN: 2375298 SN: 75805639	8/8/2000
8.	SERVICE THAT WORKS	Winzer Corporation	RN: 1583871 SN: 73773742	2/20/1990
9.		Winzer Corporation	RN: 1387833 SN: 73527637	3/25/1986
10.	FAST SERV	Winzer Corporation	RN: 4707713 SN: 86349638	3/24/2015
11.	FASTSERV	Winzer Corporation	RN: 4598159 SN: 85890648	9/2/2014
12.		Winzer Corporation	RN: 4617909 SN: 85548712	10/7/2014

	Mark:	Registrant/Owner:	Registration No./ Serial No.:	Registration Date:
13.		Winzer Corporation	RN: 4621538 SN: 85548699	10/14/2014
14.		Winzer Corporation	RN: 4724099 SN: 85548681	4/21/2015
15.	FASTSERV SUPPLY	Winzer Corporation	RN: 4515170 SN: 85548009	4/15/2014
16.		Winzer Corporation	RN: 2991158 SN: 76565741	9/6/2005
17.	NEW MEXICO BOLT & SCREW CO.	Winzer Corporation	RN: 4270597 SN: 85350628	1/8/2013
18.	C.C. BOLT & SCREW CO.	Winzer Corporation	RN: 4270598 SN: 85350681	1/8/2013
19.		Winzer Corporation	RN: 5129129 SN: 87096183	1/24/2017
20.	SHOP PRO	Winzer Corporation	RN: 5128865 SN: 87078670	1/24/2017
21.		Winzer Corporation	RN: 2156329 SN: 75202919	2/20/1990
22.		PSC Enterprises Incorporated now known as Winzer Corporation	RN: 2201473 SN: 75381317	11/3/1998
23.	(Mexico) 	Winzer Corporation	684679 866507	10/27/2004
24.	(Mexico) WINZER	Winzer Corporation	684678 865442	10/27/2004

	Mark:	Registrant/Owner:	Registration No./ Serial No.:	Registration Date:
25.	(Mexico) 	Winzer Corporation	684681 866508	10/27/2004
26.	(Canada) 	Winzer Corporation	1329721 TMA729188	11/21/2008
27.	(Canada) WINZER CORPORATION	Winzer Corporation	1329722 TMA726497	10/21/2008