

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Davaco, LP		01/25/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ZB, N.A., as Agent		
Street Address:	1717 West Loop South, 23rd Floor		
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:	713-226-6000		
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		
SIGNATURE:	/jmp/		

CH \$215.00 77836993

DATE SIGNED:	02/08/2018
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Total Attachments: 5

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FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated as of January 25, 2018, by, DAVACO, LP, a Delaware limited partnership (“**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. Debtor and Administrative Agent desire to amend and restate in its entirety that certain Trademark Security Agreement dated January 17, 2017 (as amended, restated, or supplemented prior to the date thereof, the “**Prior Trademark Security Agreement**”).

B. Debtor, as borrower, 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 January 17, 2017 (as amended by that certain First Amendment to Credit Agreement dated as of June 16, 2017, that certain Second Amendment to Credit Agreement, Release and Waiver dated as of September 30, 2017, that certain Third Amendment to Credit Agreement dated as of December 15, 2017, that certain Fourth Amendment to Credit Agreement dated as of December 18, 2017, that certain Fifth Amendment to Credit Agreement dated as of December 21, 2017, that certain Sixth Amendment to Credit Agreement dated as of December 27, 2017, that certain Seventh Amendment to Credit Agreement dated as of the date hereof, and as further amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), together with certain other Loan Documents.

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 First Amended and Restated 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**”), between Debtor and Administrative Agent, 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 and Administrative Agent agree to amend and restate the Prior Trademark Security Agreement as follows, and 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.

This Agreement represents an amendment and restatement of, and shall not be construed as a novation or an accord and satisfaction of, the Prior Trademark Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DEBTOR:

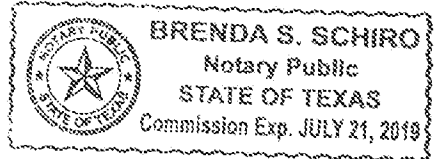
DAVACO, LP,
a Delaware limited partnership

By: **Davaco GP, LLC,**
a Delaware limited liability company,
its sole general partner

By: *James R. Crane*
James R. Crane
Manager

STATE OF TEXAS §
 §
COUNTY OF Harris §

The foregoing instrument was acknowledged before me on the 20th day of November, 2017, by James R. Crane, Manager of Davaco GP, LLC, a Delaware limited liability company, sole general partner of Davaco, LP, a Delaware limited partnership, on behalf of said limited liability company and limited partnership.



Brenda S. Schiro
NOTARY PUBLIC
Brenda S. Schiro
PRINTED NAME

My Commission Expires:
July 21, 2019

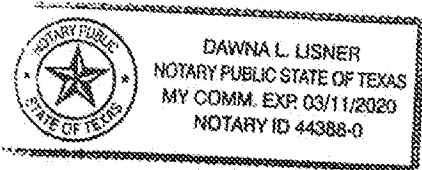
SECURED PARTY:

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

By: *Yrille*
Lauren Eller
Assistant Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 22nd day of November, 2017, by Lauren Eller, Assistant Vice President of ZB, N.A. dba Amegy Bank, a national banking association, on behalf of said association.



[Signature]
NOTARY PUBLIC
Dawna L. Lisner
PRINTED NAME

My Commission Expires:
3-11-20

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