

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547296

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1155 DISTRIBUTOR PARTNERS, LLC		10/04/2019	Limited Liability Company: TEXAS
1155 DISTRIBUTOR PARTNERS - AUSTIN, LLC		10/04/2019	Limited Liability Company: TEXAS
1155 DISTRIBUTOR PARTNERS - DALLAS, LLC		10/04/2019	Limited Liability Company: TEXAS
1155 DISTRIBUTOR PARTNERS - HOUSTON, LLC		10/04/2019	Limited Liability Company: TEXAS
1155 DISTRIBUTOR PARTNERS - SAN ANTONIO, LLC		10/04/2019	Limited Liability Company: TEXAS
1155 LIGHTING AND TECHNOLOGY, LLC		10/04/2019	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	8850 Boedeker Street
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>Entity Type:</b>	Banking Association: TEXAS

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	4929334	LONESTAR ELECTRIC SUPPLY

## CORRESPONDENCE DATA

Fax Number: 2147455390

*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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

TRADEMARK

<b>Address Line 4:</b>	Dallas, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	3134.1745
<b>NAME OF SUBMITTER:</b>	Nancy Graham
<b>SIGNATURE:</b>	/Nancy Graham/
<b>DATE SIGNED:</b>	10/30/2019
<b>Total Attachments: 7</b> source=06. Intellectual Property Security Agreement (2)#page1.tif source=06. Intellectual Property Security Agreement (2)#page2.tif source=06. Intellectual Property Security Agreement (2)#page3.tif source=06. Intellectual Property Security Agreement (2)#page4.tif source=06. Intellectual Property Security Agreement (2)#page5.tif source=06. Intellectual Property Security Agreement (2)#page6.tif source=06. Intellectual Property Security Agreement (2)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of October 4, 2019 by and among COMERICA BANK, as administrative agent for the lenders (in such capacity, the "Agent"), the Borrowers (as defined below), and such other entities which from time to time become parties hereto (individually and collectively, including the Borrowers, "Grantor").

RECITALS

A. Certain lenders have agreed to continue to make certain advances of money and to extend certain financial accommodations (the "Loans") to 1155 Distributor Partners, LLC, a Texas limited liability company ("Parent"), 1155 Distributor Partners – Dallas, LLC, a Texas limited liability company ("DP Dallas"), 1155 Distributor Partners – Houston, LLC, a Texas limited liability company ("DP Houston"), 1155 Distributor Partners – Austin, LLC, a Texas limited liability company ("DP Austin"), 1155 Distributor Partners – San Antonio, LLC, a Texas limited liability company ("DP San Antonio"), and 1155 Lighting and Technology, LLC, a Texas limited liability company ("Lighting"; together with Parent, DP Dallas, DP Houston, DP Austin, and DP San Antonio, the "Borrowers in the amounts and manner set forth in that certain Credit Agreement by and among Borrowers, the Agent and certain lenders party thereto (the "Lenders") dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement).

B. Concurrently with the execution of the Credit Agreement, the Grantor has granted liens in its assets to the Agent on behalf of the Lenders, pursuant to that certain Security Agreement dated as of the date hereof (the "Security Agreement").

C. The Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to the Agent on behalf of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent on behalf of the Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor the Agent, and the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between the Agent, the Lenders and Grantor, Grantor grants and pledges to Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Agent on behalf of the Lenders under the Security Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to the Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Agent and the Lenders provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in

addition to every right, power or remedy provided for herein and the exercise by the Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Agent or any Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**DEBTORS:**

**1155 DISTRIBUTOR PARTNERS, LLC,**

a Texas limited liability company

**1155 DISTRIBUTOR PARTNERS - AUSTIN, LLC,**

a Texas limited liability company

**1155 DISTRIBUTOR PARTNERS - DALLAS, LLC,**

a Texas limited liability company

**1155 DISTRIBUTOR PARTNERS - HOUSTON,**

**LLC,**

a Texas limited liability company

**1155 DISTRIBUTOR PARTNERS - SAN**

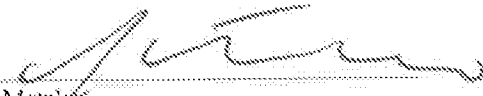
**ANTONIO, LLC,**

a Texas limited liability company

**1155 LIGHTING AND TECHNOLOGY, LLC,**

a Texas limited liability company

By:

  
Jeff Metzler

Chief Executive Officer of each entity listed  
above

Address for Notices:

4200 N. Sam Houston Parkway

Houston, Texas 77086

Attn: Jeff Metzler

Address of Bank:

Comerica Bank  
8850 Boedecker Street  
Dallas, Texas 75225

Telephone: (214) 890 4332  
Attn: Austin B. Whisenhunt

AGENT:

COMERICA BANK

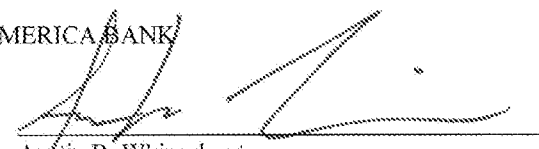
By:   
Austin B. Whisenhunt  
Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration #</u>	<u>Date</u>	<u>Status</u>
Lonestar Electric Supply	4929334	March 29, 2016	Registered-Section 8 declaration due between 3/29/21 and 3/29/22