

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564699

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITAL SOUTHWEST CORPORATION		09/29/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	WINZER CORPORATION
Street Address:	4060 E. PLANO PARKWAY
City:	PLANO
State/Country:	TEXAS
Postal Code:	75074
Entity Type:	Corporation: TEXAS
Name:	FASTSERV SUPPLY, INC.
Street Address:	4060 E. PLANO PARKWAY
City:	PLANO
State/Country:	TEXAS
Postal Code:	75074
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1583871	SERVICE THAT WORKS
Registration Number:	2375298	WINZER SERVICE THAT WORKS
Registration Number:	2991158	STAR ALLOYS
Registration Number:	1387833	WINZER
Registration Number:	2201473	PS
Registration Number:	4270597	NEW MEXICO BOLT & SCREW CO.
Registration Number:	4270598	C.C. BOLT & SCREW CO.
Registration Number:	4515170	FASTSERV SUPPLY
Registration Number:	4724099	FASTSERV SUPPLY
Registration Number:	4621538	FASTSERV SUPPLY
Registration Number:	4617909	FASTSERV SUPPLY
Registration Number:	4598159	FASTSERV
Serial Number:	86105699	FAST GREEN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86105705	ECO PLUS
Registration Number:	4689727	BIO-MAX
Registration Number:	4689728	SPEEDY SHIELD
Serial Number:	86349638	FAST SERV
Registration Number:	2156329	CIC CHROMATE INDUSTRIAL CORP.
Serial Number:	86477866	ECO +
Serial Number:	86123068	SMOKE KNOCK OUT

CORRESPONDENCE DATA

Fax Number: 6123713207

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: 6123713501

Email: hargensm@ballardspahr.com

Correspondent Name: Marilyn Hargens

Address Line 1: 80 South 8th Street

Address Line 2: Suite 2000

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Marilyn Hargens
SIGNATURE:	/MH/
DATE SIGNED:	03/02/2020

Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made as of September 29, 2017, by and between: (a) Capital Southwest Corporation, a Texas corporation and successor to Capital Southwest Venture Corporation, as administrative agent (in such capacity, the "Secured Party"), whose address is 5400 Lyndon B. Johnson Freeway, Suite 1300, Dallas, Texas 75240; and (b) Winzer Corporation, a Texas corporation (the "Company"), and FastServ Supply, Inc., a Texas corporation (together with the Company, collectively, the "Grantor"), each having an address of 4060 E. Plano Parkway, Plano, Texas 75074.

WITNESSETH:

WHEREAS, the Grantor and the Secured Party were parties to that certain Intellectual Property Security Agreement dated as of June 1, 2015 (the "Original Security Agreement"), and that certain Supplement to Intellectual Property Security Agreement dated as of February 29, 2016 (the "Supplemental Security Agreement" and, together with the Original Security Agreement, the "Security Agreement"), pursuant to which the Grantor granted a security interest to the Secured Party in certain Intellectual Property Collateral (as defined below) to secure payment of all amounts owing under that certain Note Purchase Agreement dated as of June 1, 2015, by and among the Company, the Secured Party, and the other financial institutions parties thereto as "Holders"; and

WHEREAS, the Original Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 25, 2015, at Reel 5560, Frame 0932; the Successor Agent Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 5, 2016 at Reel 5826, Frame 0324; a Corrective Assignment for the Successor Agent Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 13, 2017 at Reel 6113, Frame 0172; and the Supplemental Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 21, 2016 at Reel 5753, Frame 0980; and

WHEREAS, the Grantor has requested that the Secured Party release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Secured Party hereby terminates, cancels, re-pledges, reassigns and releases its security interest in all of the Grantor's right, title and interest in and to the following (collectively, the "Intellectual Property Collateral"):

(i) Each Copyright in which the Grantor has any interest (including those described in Schedule 1 hereto);

(ii) Each Patent in which the Grantor has any interest (including those described in Schedule 1 hereto);

(iii) Each Trademark in which the Grantor has any interest (including those described in Schedule 1 hereto);

(iv) Each Intellectual Property License to which the Grantor is a party (including those described in Schedule 1 hereto); and

(v) All proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by the Grantor against third parties for past, present, or future infringement of any of the foregoing, and all rights and benefits of the Grantor under any Intellectual Property License.

2. If and to the extent the Secured Party has acquired any right, title or interest to any of the Intellectual Property Collateral, it hereby assigns and transfers such rights, title, or interest to the Grantor.

3. This Release and any claim, controversy, dispute, or cause of action (whether in contract or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Laws of the State of Texas.

4. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release of Intellectual Property Security Agreement to be executed as of the day and year first above written.

SECURED PARTY:

Capital Southwest Corporation
(successor to Capital Southwest Venture Corporation), as Administrative Agent

By: 
Name: Douglas Kelley
Title: Managing Director

Acknowledged:

GRANTOR:

WINZER CORPORATION
FASTSERV SUPPLY, INC.

By: _____
Name: Deborah Bynum
Title: President of each of the foregoing
limited liability companies

IN WITNESS WHEREOF, the Secured Party has caused this Release of Intellectual Property Security Agreement to be executed as of the day and year first above written.

SECURED PARTY:

Capital Southwest Corporation
(successor to Capital Southwest Venture Corporation), as Administrative Agent

By: _____

Name: Douglas Kelley

Title: Managing Director

Acknowledged:

GRANTOR:

WINZER CORPORATION
FASTSERV SUPPLY, INC.

By: 

Name: Deborah Bynum

Title: President of each of the foregoing
limited liability companies

TRADEMARK

REEL: 006879 FRAME: 0258

Schedule 1
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

The following websites: winzer.com and fastservsupply.com

Operations Manual for Winzer Franchise Owners last updated December 8, 2014, by Diane Vanderbilt and Pam Van Pelt of Winzer Corporation, copyrighted 2006

PATENTS

A. U.S. Patents and Design Patents

<u>I.D. No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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None.

B. U.S. Patent Applications

<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
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None.

C. Foreign Patents

<u>I.D. No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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None.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
SERVICE THAT WORKS	73/773742	02/20/1990	WINZER CORPORATION
	1583871		
	75/805639	08/08/2000	WINZER CORPORATION
	2375298		



	76/565741 2991158	09/06/2005	WINZER CORPORATION
	684679 866507	10/27/2004	WINZER CORPORATION
WINZER	684678 865442	10/27/2004	WINZER CORPORATION
	684681 866508	10/27/2004	WINZER CORPORATION
	73/527637 1387833	03/25/1986	WINZER CORPORATION
	75/381317 2201473	11/03/1998	PSC ENTERPRISES INCORPORATED
	1329722 TMA726497	10/21/2008	WINZER CORPORATION
WINZER CORPORATION	1329721 TMA729188	11/21/2008	WINZER CORPORATION
	85/350628 4270597	01/08/2013	WINZER CORPORATION
NEW MEXICO BOLT & SCREW CO.	85/350681 4270598	01/08/2013	WINZER CORPORATION
C.C. BOLT & SCREW CO.	85/548009 4515170	02/21/2012 04/15/2014	WINZER CORPORATION
FASTSERV SUPPLY	85/548681 4724099	02/21/2012 04/21/2015	WINZER CORPORATION
	85/548699 4621538	02/21/2012 10/14/2014	WINZER CORPORATION
	85/548712 4617909	02/21/2012 10/07/2014	WINZER CORPORATION
	85/890648 4598159	03/29/2013 09/02/2014	WINZER CORPORATION
FASTSERV	86/105699	10/30/2013	FASTSERV SUPPLY, INC.
FAST GREEN			

ECO PLUS	86/105705	10/30/2013	FASTSERV SUPPLY, INC.
BIO-MAX	86/123045 4689727	11/19/2013	FASTSERV SUPPLY, INC.
SPEEDY SHIELD	86/123054 4689728	11/19/2013 02/17/2015	FASTSERV SUPPLY, INC.
FAST SERV	86/349638	07/28/2014	FASTSERV SUPPLY, INC.
CIC Chromate Industrial Corp. & Design	2156329	May 12, 1998	WINZER CORPORATION

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
ECO +	86/477866	12/11/2014	FASTSERV SUPPLY, INC.
SMOKE KNOCK OUT	86/123068	11/19/2013	FASTSERV SUPPLY, INC.

INTELLECTUAL PROPERTY LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
None.			