

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Sales, Inc.		12/27/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1445 Ross Avenue		
Internal Address:	Suite 300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85749940	SMARTOX	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-788-7365		
Email:	HWRITM@hunton.com		
Correspondent Name:	Elizabeth L. Brooks - Hunton & Williams		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	42575.002138		
NAME OF SUBMITTER:	Elizabeth L. Brooks		
Signature:	/Elizabeth L. Brooks/		

CH \$40.00 85749940

900242974

TRADEMARK
 REEL: 004934 FRAME: 0350

Date:

01/03/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of December 27, 2012, by and between SMART SALES, INC., a Texas corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and is executed and delivered pursuant to that certain Credit Agreement, dated as of December 27, 2012 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among Debtor, Smart Sales, Inc. and Bank (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Credit Agreement).

RECITALS:

Pursuant to the terms of the Security Agreement dated as of December 27, 2012 (as the same may be amended or modified from time to time, the "Security Agreement"), Debtor has granted to Bank a Lien upon and security interest in all Intellectual Property (as such term is defined in the Security Agreement) of Debtor, including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Debtor's Trademarks and Trademark Licenses (as defined below) and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Bank a Lien upon and continuing security interest in all of Debtor's right, title and interest 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, as security for the payment and performance of the Obligations:

(1) (a) any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) reissues, extensions and renewals thereof; (iii) income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) rights to sue for past, present and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world; and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"), including, without limitation, each Trademark described on Schedule 1 attached hereto; (c) each trademark registration ("Trademark Registration"), including, without limitation, each Trademark Registration described on Schedule 1 attached hereto; and (d) each trademark application ("Trademark Application"), including, without limitation, each Trademark Application described on Schedule 1 attached hereto; in each case together with the goodwill of the business symbolized thereby;

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License described on Schedule 1 attached 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, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration, Trademark Application or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to any Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration, Trademark Application or Trademark License.

The Lien and security interest created by this Agreement is granted in conjunction with the Liens and security interests granted to Bank pursuant to the Security Agreement, which Lien and security interest shall be governed by the terms and provisions of the Security Agreement, the Credit Agreement and all other Loan Documents.

Debtor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens and security interests 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

SMART SALES, INC.

By:  _____

Name: James Ballard

Title: President

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: Christopher R. Angarola

Title: Vice President

(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, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration, Trademark Application or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to any Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration, Trademark Application or Trademark License.

The Lien and security interest created by this Agreement is granted in conjunction with the Liens and security interests granted to Bank pursuant to the Security Agreement, which Lien and security interest shall be governed by the terms and provisions of the Security Agreement, the Credit Agreement and all other Loan Documents.

Debtor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens and security interests 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

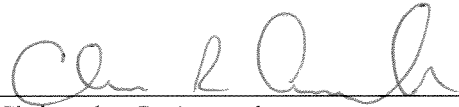
DEBTOR:

SMART SALES, INC.

By: _____
Name: James Ballard
Title: President

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  _____
Name: Christopher R. Angarola
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 07th day of December, 2012, by James Ballard, as President of Smart Sales, Inc., a Texas corporation, on behalf of such corporation.

{Seal}



M.C. Hudson

Notary Public in and for the State of Texas

My commission expires: 9-6-15

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this ___ day of December, 2012, by Christopher R. Angarola, as Vice President of Wells Fargo Bank, National Association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of Texas

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of December, 2012, by James Ballard, as President of Smart Sales, Inc., a Texas corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

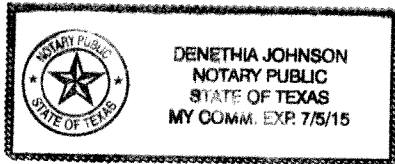
This instrument was acknowledged before me this 26 day of December, 2012, by Christopher R. Angarola, as Vice President of Wells Fargo Bank, National Association, on behalf of such banking association.

{Seal}

Denethia Johnson

Notary Public in and for the State of Texas

My commission expires: July 05, 2015



Schedule 1
to
Trademark Security Agreement

Mark	Owner	Serial or Reg. No.	Comments
SMARTOX	Smart Sales, Inc.	85/749,940	No Liens