

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kardal Inc.		06/13/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Branch Banking and Trust Company		
<b>Street Address:</b>	2001 Ross Avenue Suite 2700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Banking corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3410094	GOLDEN BAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149649501		
<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>			
<b>Phone:</b>	214.964.9466		
<b>Email:</b>	aubrey.meyers@hklaw.com		
<b>Correspondent Name:</b>	Aubrey L. Meyers		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	058100-00108/MADREWS		
<b>NAME OF SUBMITTER:</b>	Aubrey L. Meyers		
<b>SIGNATURE:</b>	/Aubrey L. Meyers/		
<b>DATE SIGNED:</b>	06/23/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 13, 2014 by and between BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation ("Bank") and KARDAL INC., a Texas corporation (d/b/a Mega Wholesales) ("Grantor").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor under that certain Loan Agreement by and among Bank, Grantor and certain under Borrowers (as defined therein) and the Guarantors (as defined therein) dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in its personal property.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

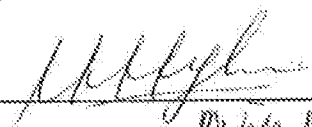
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and 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. Grantor represents and warrants that Schedules 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 or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Remainder of page intentionally left blank]*

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

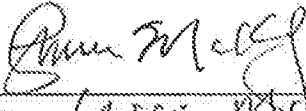
**GRANTOR:**

KARDAL INC.,  
a Texas corporation

By:   
Name: Myra M. M...  
Title: VP

BANK:

BRANCH BANKING AND TRUST COMPANY  
a North Carolina banking corporation

By:   
Name: Lance Molloy  
Title: Senior Vice President

SCHEDULE A  
Copyrights

None.

SCHEDULE B  
Patents

None.

SCHEDULE C  
Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
GOLDEN BAY	77146638	04/02/07	3410094	04/08/08