

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, National Association		01/17/2017	National Banking Association:
RECEIVING PARTY DATA			
Name:	Davaco, Inc.		
Street Address:	6688 Central Expressway		
Internal Address:	Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4109265	CLEARTHREAD	
Registration Number:	2868524	DAVACO	
Registration Number:	2786113	DAVACO	
Registration Number:	2786112	DAVACO	
Registration Number:	2868523	DAVACO	
Registration Number:	2408556	FPI FIXTURE PERFECT INTERNATIONAL	
Registration Number:	2205483	FIXTURE PERFECT	
Registration Number:	4399822	ECOXERA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5123916177		
Email:	jray@munsch.com		
Correspondent Name:	James Ray		
Address Line 1:	303 Colorado Street		
Address Line 2:	Suite 2600		
Address Line 4:	Austin, TEXAS 78701		

CH \$215.00 4109265

ATTORNEY DOCKET NUMBER:	7060.10
NAME OF SUBMITTER:	James Ray
SIGNATURE:	/james ray/
DATE SIGNED:	01/18/2017
Total Attachments: 4 source=Release of Intellectual Property Security Agreement printed and dated#page1.tif source=Release of Intellectual Property Security Agreement printed and dated#page2.tif source=Release of Intellectual Property Security Agreement printed and dated#page3.tif source=Release of Intellectual Property Security Agreement printed and dated#page4.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of January 17, 2017 and granted by Texas Capital Bank, National Association (the “**Secured Party**”), in favor of Davaco, Inc., a Texas corporation (the “**Debtor**”) and its successors, assigns and legal representatives.

WHEREAS, Secured Party and Debtor are parties to that certain Security Agreement, dated January 29, 2014 (the “**Security Agreement**”) and the Trademark Security Agreement, dated January 29, 2014 (the “**IP Security Agreement**” and collectively, the “**Security Agreements**”);

WHEREAS, pursuant to the terms of the Security Agreements, Debtor 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);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5205, Frame 0440 on January 31, 2014; and

WHEREAS, the Debtor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the Trademarks and Trademark Licenses pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the following:

1. all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on Schedule I

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.

Further Assurances. Secured Party agrees to take all further actions, and provide to the Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Electronic Delivery. A signed copy of this Release delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TEXAS CAPITAL BANK, National
Association

By: 

Name: *Paul D. Howell*

Title: *Executive Vice President*

SCHEDULE 1

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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