

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Central Industrial Supply Company, L.L.C.		03/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3804287	UC UNITED CENTRAL INDUSTRIAL SUPPLY	
Registration Number:	2326041		
Registration Number:	2321260	NATIONAL MINE SERVICE	
Registration Number:	3126922	TRIUNE	
Registration Number:	3288541	NATIONAL MINE SERVICE	
Registration Number:	3288540	NATIONAL MINE SERVICE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$165.00 3804287

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**TRADEMARK
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ATTORNEY DOCKET NUMBER:	207170-00390
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	03/24/2011
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2011, is made by UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY, L.L.C. ("Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement dated as of the date hereof in favor of the Administrative Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Revolver Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UNITED CENTRAL INDUSTRIAL
SUPPLY COMPANY, L.L.C., as Grantor

By: 
Name: Darrell H. Cole
Title: President

Trademark Security Agreement

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No./ Registration Date</u>
United Central Industrial Supply Company, L.L.C.	UC UNITED CENTRAL INDUSTRIAL SUPPLY	U.S.	3804287 06/15/2010
United Central Industrial Supply Company, L.L.C.	DESIGN MARK	U.S.	2326041 03/07/2000
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE	U.S.	2321260 02/22/2000
United Central Industrial Supply Company, L.L.C.	TRIUNE	U.S.	3126922 08/08/2006
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE	U.S.	3288541 09/04/2007
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE COMPANY	U.S.	3288540 09/04/2007
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE & Helmet Design (Below)	Canada	TMA 697387 09/27/07
United Central Industrial Supply Company, L.L.C.	NATIONAL MINE SERVICE COMPANY & Helmet Design (left)	Canada	TMA 697388 09/27/07
United Central Industrial Supply Company, L.L.C.	UC (in Square Box) UNITED CENTRAL INDUSTRIAL SUPPLY	Canada	TMA 777072 9/14/10
National Mine Service, Inc.	ANDERSON MAVOR	Alabama	106417 04/19/1995

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None