

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Federal Resources Supply Company		02/17/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	One Piedmont Town Center		
Internal Address:	4720 Piedmont Row Drive, Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2544819	FEDERAL RESOURCES	
Registration Number:	4076407	FR	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558-211 JES		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$65.00 2544819

Signature:	/John E. Slaughter/
Date:	02/27/2012
Total Attachments: 4 source=NGSI-T#page1.tif source=NGSI-T#page2.tif source=NGSI-T#page3.tif source=NGSI-T#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Revolving Credit and Security Agreement dated as of February 17, 2012 (as amended, the "Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), the financial institutions parties thereto as the lenders (the "Lenders"), and PNC Bank, National Association, as Agent (the "Agent"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

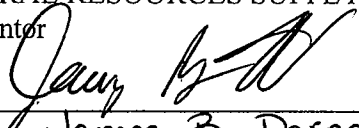
TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
	See <u>Schedule 1</u> attached hereto	

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

FEDERAL RESOURCES SUPPLY COMPANY,
as Grantor

By: 
Name: James B. Darnell
Title: Vice President

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

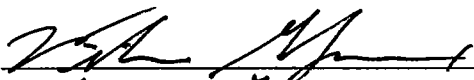
Very truly yours,

FEDERAL RESOURCES SUPPLY COMPANY,
as Grantor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Name: William Molyneux
Title: AVP

Schedule 1

**Federal Resources Supply Company
(Maryland Corporation)**

U.S. Trademarks

Registered Mark

Mark	Registration No.	Registration Date
FEDERAL RESOURCES	2544819	03/05/02
FR and Design	4076407	12/27/12