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DEPARTMENT OF COMMERCE
Patent and Trademark Office
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Pat. Sample P.O.C.

To the Honorable Commissioner of

101085948

attached original documents or copy thereof.

1. Name of conveying party(ies):

Lewis Supply Company, Inc.
905 Industrial Drive
Murfreesboro, TN 37129

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: First Union National Bank

Internal Address: One First Union Center, DC-4

Street Address: 301 South College Street

City Charlotte State NC ZIP 28288

- Individual(s) citizenship
- Association National Banking
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

1,618,164

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed \$20.00 expedited fee

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pamela A. Allen

Name of Person Signing

Pamela A. Allen

Signature

7/28/99

Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

TT0N11 00000092 1618164

08/02/1999

01 FC:481
02 FC:484

40.00 OP
120.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK

EXHIBIT "A"

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"The Caster Kingdom"	1,618,164	10/16/90

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 30th day of June, 1999, by the undersigned, LEWIS SUPPLY COMPANY, INC., a Delaware corporation ("Grantor"), in favor of FIRST UNION NATIONAL BANK ("First Union"), not individually but as "Administrative Agent" (First Union, acting in such capacity, herein sometimes called "Agent") for itself and all other Lenders from time to time party to the Credit Agreement defined below (the "Lenders");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses a certain trademark which is registered in the United States Patent and Trademark Office, as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, the Lenders propose to make certain loans and advances to Grantor, among others, on the date hereof and hereafter, all pursuant to that certain Amended and Restated Credit and Security Agreement, dated as of even date herewith, among Grantor, the other Borrowers identified as such therein, the Affiliate Guarantors identified as such therein, the Lenders and Agent (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to the Borrowers pursuant to the Credit Agreement, the Lenders have required that Grantor grant to Agent a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to Borrowers provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in, and makes to Agent a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Agent for the payment of all Obligations to Lenders and Agent, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement.

Notwithstanding the foregoing, unless and until Agent exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations.

Grantor further agrees (a) that Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent material to the conduct of its business, (b) that it shall forthwith advise Agent in writing of infringements of the Trademark Rights known by it and (c) that if Borrower fails to comply with the requirements of the preceding clause (a), during an Event of Default, Agent may do so in Grantor's name or in Agent's name but at Grantor's expense, and Grantor hereby agrees to reimburse Agent for all reasonable expenses, including attorneys, fees, incurred by Agent in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time, Agent shall promptly execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Agent's interest in and to reconvey to Grantor or the Trademark Rights, and all at the cost and expense of Grantor.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officer thereunto duly authorized as of the date first above written.

LEWIS SUPPLY COMPANY, INC.

By: Thomas N. Eisenman
Thomas N. Eisenman,
Chief Executive Officer

On this 30th day of June, 1999, before me appeared Thomas N. Eisenman, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Chief Executive Officer of Lewis Supply Company, Inc., who acknowledged that he signed same as his free act for and on behalf of the identified company with authority to do so.



my Comm Notary Public
Expires August 19, 2001

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