

02-12-2001



101611067

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2-12-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year

Formerly

2315561

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

ASSIGNMENT SERVICES DIVISION
2001 FEB 12 AM 10:07
RECEIVED

FOR OFFICE USE ONLY

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|--------------------------------------|----------------------|----------------------|
| <input type="text" value="2315561"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

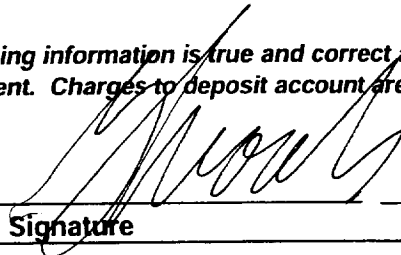
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Gerald T. Woods



2/9/01

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of December 22, 2000, by the undersigned ("Pledgor") to and in favor of FIRST UNION NATIONAL BANK, not individually, but in its capacity as "Administrative Agent" under the Credit Agreement defined below ("Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to a certain Credit Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the Credit Agreement), dated of even date herewith, between Pledgor and Secured Party, among others, Pledgor has agreed to execute and deliver in favor of Secured Party this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make credit extensions to Pledgor pursuant to the Credit Agreement, Pledgor agrees with Secured Party as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.
2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Secured Party a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "Trademark Collateral"), whether now existing or hereafter arising or acquired:
 - (a) all trademarks, including each trademark referred to in Item A ("Trademarks") of Attachment 1 hereto;
 - (b) all trademark licenses, including each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 hereto;
 - (c) all reissues, continuations, extensions or renewals of any of the items described in clauses (a) and (b); and
 - (d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in Item A and Item B of Attachment 1 hereto, and (ii) rights to royalties and other payments with respect to the foregoing.

3. Secured Obligations. This Agreement and the security interest granted hereunder to the Agent secures all Obligations, as that term is defined in the Credit Agreement, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including, without limitation, any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Pledgor of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the "Secured Obligations".

4. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to Secured Party under the Credit Agreement and the other Loan Documents. The Credit Agreement and the other Credit Documents (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with their respective terms.

5. Release of Security Interest. At such time as the Secured Obligations have been paid in full and the Credit Agreement has been terminated, Secured Party shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

6. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Collateral Document, Etc. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, and Pledgor has affixed its seal hereto, as of the day and year first above written.

Pledgor:


INDUSTRIAL DISTRIBUTION GROUP, INC.

By:  (SEAL)
Jack Healey
Senior Vice President

Acknowledged and Accepted:

Secured Party:

**FIRST UNION NATIONAL BANK, as
Administrative Agent**

By: 

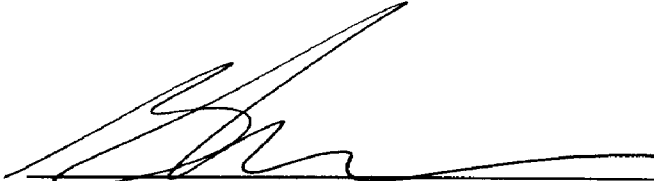
Conrad Lauten
Senior Vice President

STATE OF GEORGIA

COUNTY OF FULTON

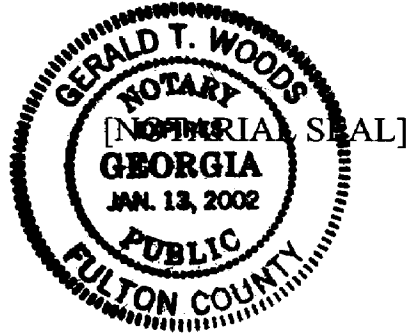
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on December 22, 2000, personally appeared Jack Healey, to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President of Industrial Distribution Group, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: _____

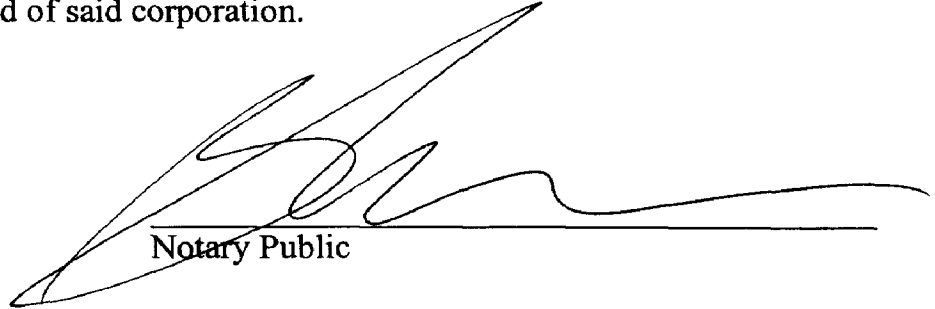


STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on December 22, 2000, personally appeared Conrad Lauten, to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President of FIRST UNION NATIONAL BANK, as Administrative Agent and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: _____



Item A. Trademarks.

Mark

Registration No.

“Industrial Distribution Group”

2315561

Item B. Trademark Licenses.

NONE